# TERMS OF USE

*Last updated: 15 September 2026*

Welcome to the Treasures Finance website and platform (accessible at https://treasures.io) (the "**Platform**") and the suite of features, services and applications made available thereon (including the API Services (as defined below)) (collectively, the "**Services**"), which is provided and operated by Protech Technologies Corporation (the "**Company**", "we", "our" or "us"). These Terms of Use (the "**Terms**") govern your access to and use of the Company's Platform and Services, whether directly through the Platform's website or interface, or through any integration with our application programming interface(s) ("**Platform API(s)**") and any related tools, features or materials made available by us from time to time, including any smart contracts, endpoints, credentials, documentation, developer tools and decentralised applications (collectively, the "**API Services**"), and constitute a legally binding agreement between (i) us and you, and/or (ii) if you are representing an entity, the entity that you are representing. References to "you" and "your" include any individual, company or other entity accessing or using the Platform or Services, whether directly or through any Authorized Delegate. For the purposes of these Terms, an "**Authorized Delegate**" means any person, entity, authorized representative, employee, AI agent, bot, automated system, application, smart contract, Platform API integration, delegated interface or other tool or system that accesses or uses the Platform or Services on your behalf, under your control, through your credentials or at your direction. Any instruction, request, order, transaction or communication submitted by or through an Authorized Delegate will be deemed to have been submitted by you.

By accessing and/or using the Platform and any of the Services, you agree to be bound by these Terms and our Privacy Policy which collectively represent the complete agreement between you and us in respect of our Platform and Services and shall supersede any prior agreements between us, whether written or oral.

If you access or use the Platform through any API Services, your access and use will also be subject to the API Services Appendix.

THESE TERMS CONTAINS A BINDING INDIVIDUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER IN THE SECTION TITLED "DISPUTE RESOLUTION." THIS AFFECTS YOUR RIGHTS WITH RESPECT TO ANY "DISPUTE" BETWEEN YOU AND THE COMPANY AND MAY REQUIRE YOU TO RESOLVE DISPUTES IN BINDING, INDIVIDUAL ARBITRATION, AND NOT IN COURT. PLEASE READ THIS ENTIRE SET OF TERMS CAREFULLY.

IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT PERMITTED TO ACCESS OR USE OUR PLATFORM OR ANY OF THE SERVICES.

## 1. Eligible Users

By accessing and/or using the Platform and any of the Services, you must be and hereby affirm that you:

(a) are not prohibited or restricted from accessing the Platform or using the Services available on the Platform by any laws or regulations applicable to you;
(b) are an adult of the legal age of majority in your country or state of residence (whichever is higher). If you are under the legal age of majority, you may not use the Platform; and
(c) are not:
  (i) a citizen of, or located in or ordinarily resident in the United States of America; or
  (ii) a citizen of, or located in or ordinarily resident in any of the Restricted Jurisdictions (defined below); or
  (iii) under the control or ownership of a person that is, subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the Panamanian government, the United Kingdom government, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S.

Department of Treasury and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority.

## 2. Access and Use of the Platform

A. The Platform utilizes various technologies (including without limitation, blockchain, smart contract, analytics tool and decentralized technologies) to enable you or other users of the Platform (each a "**User**") to perform the following activities through the Platform:

(i) create, link, connect, access and/or utilise a self-custodial digital wallet (provided by the Company or otherwise) to or with the Platform (a "**Digital Wallet**");
(ii) store locally on your own devices, tokens, cryptocurrencies and other crypto or blockchain-based digital assets (collectively, "**Digital Assets**");
(iii) view and track aggregated information and data relating to Digital Assets;
(iv) view information relating to your activity and transactions on the Platform ("**Progress Tracking**");
(v) access or use decentralized applications or protocols, including, without limitation, transfers, swapping functionalities, cross-blockchain bridges, oracles and Digital Wallets (collectively "**Dapp(s)**"). For avoidance of doubt, such Dapp(s) may be operated or managed by third parties instead of us; and
(vi) such other features and functionalities that may be added to the Platform from time to time,

More details on the Services provided through the Platform can be found in Section 3 below.

B. To access and use the Platform and some of the Services, you will be required to (i) create, connect or link a Digital Wallet and/or (ii) create, connect or link a user account (such as via your Google account, X account or an Externally Owned Account) associated with that Digital Wallet (each a "**User Account**"). Certain parts of the Platform may require additional access credentials or other specific conditions in order to access or use the Platform. Access and use of the Platform via a User Account, are subject to the following terms and conditions:

i. When you register an account with your email address and/or social media profile (e.g. Google account or X account), your use of your email address and/or your social media profile (e.g. Google account or X account) is at your own risk, and subject to the relevant email service's and/or social media platform's service provider's terms and conditions.
ii. The Company shall have the right to monitor and/or record your communications when you use the Platform, and you acknowledge and agree that when you use the Platform, you have no expectation that your communications will be private. The Company shall have the right to disclose your communications for any reason, including: (a) to satisfy any applicable law, regulation, legal process or governmental request; (b) to enforce the terms of these Terms or any other of the Company's policies; (c) to protect the Company's legal rights and remedies; (d) to protect the health or safety of anyone that the Company believes may be threatened; or (e) to report a crime or other offensive behavior.
iii. You are solely responsible for all activities conducted through your User Account whether or not you authorize the activity. In the event that fraud, illegality or other conduct that violates these Terms is discovered or reported (whether by you or someone else) that is connected with your User Account, the Company may suspend or block your User Account's access to the Platform, whether for a period of time or indefinitely.
iv. You are solely responsible for maintaining the confidentiality and security of your User Account and for restricting access to your User Account and/or devices. You are solely responsible for any harm resulting from your disclosure, or authorization of the disclosure, of your access credentials (for example, passwords or biometrics) or from any person's use of your access credentials to gain access to your User Account. You acknowledge that in the event of any unauthorized use of or access to your User Account, access credential or other breach of security, you accept that due to the nature of the Platform, the Company will be unable to remedy any issues that arise, and the Company will not be responsible or liable for the same.
v. The Company will not be liable for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to comply with any of the foregoing obligations, or for any reason whatsoever, except fraud on our part.

vi. The Company will not be liable for any loss or damage arising from your sharing or other loss of your private key or related information, or any other damage or loss arising from unauthorized access to your account.

C. **Grant of License.** If you accept and comply with these Terms, the Company will grant, and you will receive, a limited, revocable, non-sub licensable, and non-exclusive license to access and use the Platform subject to the "Restrictions," set forth in Section 4 below, as follows:

i. You may access and use applicable Services available on the Platform on one or more computers or mobile devices under your authorized control.
ii. You may use the Platform solely for your personal use and non-commercial purposes only.
iii. You may not transfer your rights and obligations to use the Platform.
iv. Some Services of the Platform are provided, managed or operated by third party suppliers, partners or licensors of the Platform ("**Third Party Providers**") and may be subject to specific requirements or terms and conditions imposed by such Third Party Providers. Please refer to Section 7 below for more information.

D. **Open Source Components.** The Platform may contain components that are subject to open-source licenses ("**OSS Components**"). Your access and use of these OSS Components shall be subject to the applicable open-source licenses that apply to and govern such OSS Components.

E. **Acknowledgements and Disclaimers**. You acknowledge and understand that:

i. **Features and Services.** The Company offers a number of Services which can be generally accessed through the Platform. Some of the Services may require you to create an account or connect a Digital Wallet. Further details of each of the Services, and the terms and conditions applicable to such Services, are provided on the Platform and in these Terms. Your access and use of each of these Services are solely at your own risk, and subject to the applicable terms and conditions for the relevant Service.

ii. **Use of Digital Wallets.** To access our Platform and/or Services, you may be required to create, connect or link a Digital Wallet (which may be made available by the Platform or via a Third Party Provider). We are not responsible or liable for your Digital Wallet (whether made available by the Platform or via a Third Party Provider) or funds held therein, including your access and use thereof. You are solely responsible for the retention and security of your private keys or other security credentials in connection with your Digital Wallet. The Platform or the Company does not take custody, possession or control of your Digital Wallet and Digital Assets at any time. We shall not be liable in any way for any loss of your funds or Digital Assets due to your failure to retain and/or secure your Digital Wallet or for any acts or omissions by you in connection with your Digital Wallet or any security incident related to your Digital Wallet.

iii. **Self-Custodial**: Any transaction you conduct through the Platform and any use of the Services are via your own self-custodial Digital Wallet. Neither the Company nor any of its affiliates is an intermediary, broker, custodian or agent in relation to any such transaction.

iv. **Digital Assets Risk Disclaimer.** You acknowledge and agree that there are inherent risks in your use of the Platform and the Services, including any smart contract or security breaches, fluctuations in the value of your Digital Assets, risks of liquidation or counterparty risks, any communication failures, disruptions, errors, distortions or delays, the risk of hardware, software and Internet connections failure or problems, or malicious software introduction, or the risk that third parties may obtain unauthorized access to your information or Digital Wallet, which may result in the loss of your Digital Assets or access to the Platform and/or Services. By using the Platform and/or Services, you acknowledge and agree to undertake these risks, and you accept that we shall not be liable for any losses or damages arising from or in connection with such risks.

v. **No Reliance on Information**. Any information provided or made available on our Platform and/or Services shall not be considered or construed as financial advice, investment advice, tax advice, legal advice, or any other sort of advice. No representation or warranty, express or

implied, is made as to the fairness, accuracy, timeliness, correctness or completeness of such information and is provided only for general informative purposes, and no reliance should be placed on it. The Company shall not be responsible or liable to you for any use of, or reliance placed on, any available or provided information. We are not, and shall not be deemed as or treated as a financial institution, centralised exchange or trading platform, broker or fund management platform.

vi. **No Fiduciary Relationship.** The Terms are not intended to, and do not, create or impose any fiduciary duties on us. You further agree that the only duties and obligations that we have are expressly set out in these Terms (including in the Privacy Policy).

i. **Compliance Checks.** We may be required by anti-money laundering or other forms of regulations, and as part of our internal policies, to make know-your-client ("**KYC**") or background checks or verification checks on the source of any funds placed on deposit by our customers. In the event that our KYC, background or verification checks do not provide us with sufficient information about you, we may request further information from you from time to time and you agree to promptly provide such information when requested to do so. We reserve the right to suspend or terminate your access to and use of the Platform or any Services should we be unable to satisfy ourselves in respect of any KYC, background or verification checks.

vii. **Legal and Regulatory Compliance.** You are responsible for complying with all laws that may be applicable to or govern your use of the Platform and/or Services. You shall not access or use our Platform or Services if it would be illegal, or a violation of any applicable laws or regulations, to do so within your jurisdiction.

viii. **Security.** You are solely responsible for properly configuring and using the Platform and the Services and otherwise taking appropriate action to secure, protect, and backup your User Accounts and Digital Wallet and/or your User Content in a manner that will provide appropriate security and protection, which might include use of encryption. If you are not able to be responsible for your own account security, or do not want such an obligation, then you should not access or use the Platform and the Services. Your obligations under these Terms include ensuring any available software updates or upgrades to the Platform and/or the Services you are using are promptly installed or implemented, and recording and securely maintaining any access credentials or passwords that relate to your use of the Platform and the Services.

ix. **User Warranties.** Prior to your use of the Platform and on an ongoing basis, by using the Platform, or any of the Services (including without limitation, any of the information, data and other content (including without limitation, any media or social content) made available thereon (collectively, the "**Content**")), you represent, warrant and covenant that:

1. You will not provide any false, inaccurate, incomplete or misleading information while using the Platform, or any Service or Content available thereon, or engage in any activity that operates to defraud the Company, other Users, or any other person or entity;
2. You will not use the Platform or any Service to transmit or exchange Digital Assets that are the direct or indirect proceeds of any criminal or fraudulent activity, including, without limitation, terrorism or tax evasion;
3. Any Digital Assets you use in connection with the Platform or any Service are either owned by you or you are validly authorized to carry out actions using such assets;
4. You access and use the Platform (including any Service or Content available therein) for your own benefit and not for the benefit or on behalf of any third party beneficiary;
5. There is a risk of losing your Digital Assets (including without limitation, your funds and cryptocurrency) when using the Platform and/or any Service and that we have no responsibility to you for any such loss;
6. You will not utilise or deposit funds or assets, which originate from criminal or other unauthorised, illegal or illicit activity;
7. You will not utilise or deposit funds or assets, using payment methods that do not belong to you;

8. You accept and acknowledge that the value of your Digital Assets (including any cryptocurrency) can change dramatically depending on the market value, market conditions or any reason whatsoever and you bear the sole risk of such fluctuations;
9. We are not, and shall not be deemed as or treated as a financial institution, centralised exchange or trading platform, broker or fund management platform;
10. We may be required by anti-money laundering regulations, and as part of our internal policies, to make or perform KYC, background or verification checks on the source of any funds placed on deposit by our customers. In the event that our KYC, background or verification checks do not provide us with sufficient information about you, we may request further information from you from time to time and you agree to promptly provide such information when requested to do so. We reserve the right to suspend or terminate your access to and use of the Platform, any Service, or to your Digital Assets (including cryptocurrency and funds deposited via on our Platform should we be unable to satisfy ourselves that your source of funds is legitimate;
11. You will not, and will not attempt to, authorize anyone other than you to access the Platform and any of the Services through your Digital Wallet or User Account;
12. You will not disrupt, interfere with, or otherwise adversely affect the normal flow of the Platform and/or the Services or otherwise act in a manner that may negatively affect other users' experience when using the Platform and Services. This includes taking advantage of software vulnerabilities and any other act that intentionally abuses or exploits the design of the Platform and the Services;
13. You are sophisticated in using and evaluating blockchain technologies and related blockchain-based Digital Assets, including the blockchain networks, smart contract systems, automated market making protocols, derivative and margin trading, perps and futures trading, P2P trading and related settlement pools, liquidity pool pricing bonding curves, the concept of pricing slippage, the mechanism of liquidity attribution and the potential of value loss for liquidity providers due to liquidity attribution and dynamic pricing across different liquidity pools. Specifically, you represent and warrant that you have evaluated and understand the use of the Platform and the Services and have not relied on any information, statement, representation, or warranty, express or implied, made by or on behalf of the Company with respect to the Platform and the Services; and
14. You accept and acknowledge all risks associated with the use or access of the Platform or any Services made available thereon, including but not limited to the risks set out in these Terms.

F. **Changes.** We may change, add to, modify, remove, suspend, or discontinue any aspect of the Platform and/or Services at any time, and without prior notice or liability to you. We may also impose limits on certain features or restrict your access to parts or all of the Platform or any Services made available thereon without notice or liability.

## 3. Overview of Services and Features Available on the Platform

A. **Digital Asset Trading.** The Platform allows Users to deposit supported stablecoins into their Digital Wallet and place and make trade requests for various types of transactions (including without limitation, swaps, spot trading transactions, and/or other transactions to be executed based on the occurrence or fulfilment of certain thresholds or parameters (such as where the value of a Digital Asset reaches a certain price) ("**Transaction Requests**"). All Transaction Requests are initiated and managed by the User exclusively through the Platform's interface. To facilitate the execution and settlement of the Transaction Requests, the Platform routes trade requests through one or more relevant Dapps provided by Third Party Providers. All Transaction Requests will be conducted, processed and fulfilled (where applicable) by relevant Dapps. The Company and the Platform do not have control over such Dapps provided by Third Party Providers, and the Company and the Platform does not verify and cannot guarantee whether any Transaction Requests can be fulfilled by such Dapps provided by Third Party Providers. The Platform is not the exclusive or only means of accessing such third party Dapps. All transactions executed pursuant to any Transaction Request are final and irreversible once confirmed on the blockchain or the relevant Dapps provided by Third Party Providers, and we will not be able to cancel, stop, delay or reverse any such transaction. You acknowledge that we have no obligation to, nor will we reverse or refund any transaction even if made erroneously. It is your sole responsibility to verify the accuracy of your Transaction Requests before you submit them. Before

submitting any Transaction Requests, please ensure that you fully understand the associated risks, including without limitation:

i. In order for you to place a Transaction Request, the corresponding amount of your Digital Assets needed to fulfil that Transaction Request (for example to purchase a relevant Digital Asset, or to sell the amount of Digital Asset that corresponds to the Transaction Request) will need to be reserved and locked for the purposes of fulfilling that Transaction Request if the relevant thresholds or parameters are fulfilled. You acknowledge that any such reservation or locking of Digital Assets is effected solely through the relevant smart contracts, wallet permissions, approvals, or other transaction logic (blockchain or otherwise) authorised by you, and that the Company does not at any time take custody, possession, or control of your private keys or Digital Assets. Such corresponding amount of the relevant Digital Assets shall remain reserved and locked until the relevant Transaction Request is fulfilled (in which case the corresponding amount of Digital Assets shall be used to fulfil the Transaction Request), or until the relevant Transaction Request is cancelled/withdrawn or expires (in which case the corresponding amount of the relevant Digital Assets shall be unlocked and usable again). You further acknowledge and agree that for the period that a Transaction Request is placed and active, the corresponding amount of your relevant Digital Assets shall be unusable by you regardless of whether it is reflected on the balance of your Digital Wallet.

ii. To facilitate and complete the fulfilment of Transaction Requests, you may need to provide the Company and the Platform with the permission and authority to access and use your Digital Wallet for the purposes of executing the transaction to fulfil the Transaction Requests on your behalf at any point in time, without further action or interaction from you. In this regard, when you place a Transaction Request, you hereby acknowledge and agree that you are permitting the Platform and the Company, and granting the Platform and the Company authority, to take certain actions on your Digital Wallet on behalf of you, including without limitation, signing and executing the relevant transaction to fulfil the Transaction Request.

iii. To improve the efficiency of Transaction Requests, the Company and/or the Platform may automatically bridge your Digital Assets across different blockchains and cryptocurrencies to be stored as a reserve. For example, after a fund deposit and prior to a Transaction Request, your funds may be stored as USDC on the Solana blockchain.

iv. While the Company will use and implement commercially reasonable efforts and measures to maintain the security of the Platform, Users acknowledge and agree that there are inherent risks and flaws in the usage of technology and network communications and the transmission of data through the use of the internet. Consequently, there can be no guarantees that the Platform, the Transaction Requests, and any access, use, connection or interaction between the Platform and the User's Digital Wallet will be secure and the same may be susceptible to security breaches, delays or failures. You acknowledge and agree that the Company and the Platform shall not be liable or responsible to you or any third party for any losses, damage, costs, expenses, liabilities or any other harm arriving from (a) your access and use of the Platform to place Transaction Requests; (b) any transactions or actions taken by the Company and the Platform (whether automated or not) necessary for the fulfilment of the Transaction Requests; (c) any security breach, unauthorized access, security compromise of your Digital Wallet as a result of any access, use, connection or interaction between the Company, the Platform and the User's Digital Wallet in the course of fulfilling any Transaction Requests.

v. The Company makes no representations as to network performance, liquidity, or the availability of counterparties or Dapps provided by Third Party Providers for execution of your Transaction Requests. You are solely responsible for reviewing all transaction parameters, before submitting any Transaction Requests. Once submitted, Transaction Requests cannot be cancelled, modified, withdrawn or refunded by the Company. You acknowledge that even if a transaction is executed under incorrect inputs or due to user error, you shall bear full responsibility, and the Company has no obligation to reverse or compensate for such activity. Before entering into any transaction, please ensure that you fully understand the associated risks.

vi. In entering into and conducting transactions on the Platform, you represent and warrant that:
    1. you will not utilise or deposit funds which originate from criminal or other unauthorised activity;
    2. you will not utilise or deposit funds using payment methods that do not belong to you;
    3. you will not withdraw or try to withdraw any funds that do not belong to you; and

4. you fully understand the risks associated with conducting transactions in trading in a decentralised, blockchain-based, smart contract based or peer to peer system and your use of the Platform to conduct such transactions is solely at your own risk, and the Company will not be, and is not, liable for any losses suffered by you as a result of your use of the Platform.

B. **Additional Risk Disclosures.** Before entering into any transaction on the Platform (including without limitation, making any Transaction Requests), please ensure that you fully understand the associated risks, including without limitation the following:

i. Market risks. Digital Assets supported by the Platform or the relevant Dapp(s) are subject to significant volatility for which the Company has no control over. Price fluctuations may occur due to network dynamics, validator behavior, user activity, liquidity conditions or other market conditions. We will not be liable to you for any losses incurred from any transactions executed on the Platform.

ii. Third Party risks. The Company and the Platform do not own, control, operate or maintain any third party Dapps and have no ability to influence, modify, or intervene in the execution or settlement of such Transaction Requests once such request has been routed to such third party Dapps. Such third party Dapps are not a part of the Platform and the Platform is not the exclusive or only means of accessing such third party Dapps. The Company is not a broker, dealer, exchange, investment adviser, custodian or financial service provider of any kind. The Company solely provides technical interface services that routes the Transaction Request of Users to the third party Dapps (including smart contracts) that function deterministically and are not operated or controlled by the Company or the Platform. We will not be liable for any loss arising from the acts, omissions, failures, insolvency, misconduct, unavailability, or malfunction of any Third Party Provider.

iii. Liquidity risks. Due to insufficient or limited liquidity at times, you may face the risk of price slippage and/or potential delays in any execution of your transactions, or you may find it difficult or impossible for you to execute a transaction (for example, sell or exit a position when you wish to do so). This may occur at any time, including at times of rapid price movements and non-trading hours. We will not be liable to you for any losses incurred arising from such liquidity risks (for example, losses suffered from any such price differences, delays in execution or inability to execute a transaction).

iv. Routing risks. Transactions conducted through the Platform may involve one or more routing steps determined by the applicable transaction flow, including without limitation swap routes, bridge routes, deposit routes, withdrawal routes, intermediate transfers, conversions and interactions with one or more Third Party Providers, smart contracts, blockchain networks, liquidity sources, market makers, bridges or wallet permissions. Such routing may expose you to additional risks, including route failure, bridge failure, failed or delayed settlement, misdirected transfers, smart contract failure, counterparty failure, stale or inaccurate quotes, exchange-rate differences, slippage, price impact, increased fees, network congestion, insufficient liquidity, partial execution or the inability to complete or unwind a transaction. The availability, timing, cost and outcome of any route may change at any time and without notice, and the Company does not guarantee the availability, suitability, accuracy, execution quality or successful completion of any swap route, bridge route, deposit route, withdrawal route or other transaction path.

v. Informational risks. Notwithstanding the Company's efforts, information available as part of the Services may not be accurate, timely, current or complete, and may include technical inaccuracies, typographical errors, omissions, delays or stale data. Information is subject to change or update from time to time without notice, including information regarding the Company's Terms or policies. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Platform or otherwise as part of the Services are your sole responsibility. No representation is made as to the accuracy, completeness, or appropriateness for any particular purpose of any information (including without limitation pricing, availability, security, fees, ownership rights, accessibility, and redeemability) distributed via the Platform or otherwise when using the Services. Prices and pricing information may be higher or lower than prices available on platforms providing similar services.

vi. Ownership Rights and User Responsibility. You are solely responsible for determining whether you are legally permitted to access, acquire, hold, transfer or dispose of any tokenised stocks or other tokenised assets made available via the Platform under any laws and regulations that are applicable to you, and for reviewing and understanding the rights, restrictions and risks attached to them. The Company shall have no responsibility or liability if you access, acquire, hold, transfer or deal in any such instrument in breach of any applicable law or regulations.

vii. Trades are Final and Irreversible. All transactions undertaken through the Platform and the Services are irreversible and final, and there are no refunds. You accept all consequences of accessing and using the Platform and the Services, including the risk that you may lose access to your Digital Assets indefinitely. All transaction decisions are made solely by you. Notwithstanding anything to the contrary in these Terms, the Company shall have no responsibility whatsoever for, and shall in no circumstances be liable to you in connection with, your use of the Platform and the Services for performing transactions relating to Digital Assets.

viii. Other Platform, Technical or Financial Risks. Use of the Platform and Services involves significant technical and financial risks, including the risk of loss. Digital Assets are inherently highly risky and volatile. The risk of loss in trading Digital Assets can be substantial. There are other risks relating to such transactions (including without limitation, high slippage on your transactions, funding of payments, general risks relating to such Digital Asset transactions). You understand and accept that transactions involving Digital Assets may result in the loss of a substantial portion or all of your Digital Assets involved in the transaction. The Company does not provide any legal, tax, financial, investment or other professional advice to you with respect to your use of the Platform or any transactions involving Digital Assets. You should, therefore, carefully consider whether such transactions are or would be suitable for you in light of your circumstances and financial resources, and should seek professional advice where appropriate. By accessing and using the Platform and the Services, you represent and warrant that you have been, are, and will be solely responsible for making your independent assessment of the risks, merits and suitability of any transaction, and that you understand and accept the risks associated with Digital Assets. You represent that you have sufficient knowledge, market sophistication, professional advice and experience to make your evaluation of the merits and risks of any transaction conducted in connection with the Platform and the Services or any Digital Asset.

C. **Portfolio Dashboard.** The Platform provides a dashboard and interface (the "**Portfolio Dashboard**") for Users to conveniently view their portfolio, holdings, performance metrics, and historical data derived from blockchain activity and user wallet connections. The Portfolio Dashboard is provided for your convenience only, and should not be relied upon solely as a singular source of truth. Information displayed on the Portfolio Dashboard may be incomplete, inaccurate, or affected by delays, on-chain anomalies, errors, technical issues, or user misconfiguration. We disclaim responsibility for any discrepancies between actual on-chain data and the dashboard output, and the Company will not be liable to you for investment or operational decisions based on the information made available on the Portfolio Dashboard.

D. **Digital Asset Information.** Information relating to Digital Assets (including but not limited to supply, volume, pricing, trends and/or value of such Digital Assets) made available on or through the Platform are obtained and/or sourced from external sources managed by Third Party Providers and have not been independently verified by the Company. The Platform aggregates and publishes publicly available information relating to the blockchain and Digital Assets in a manner and format which we feel is easy to read and understand. Such information is also independently available from other sources—for example, a person may directly review transaction history, wallet activity or wallet / account balances and on a blockchain explorer. In providing information about Digital Assets, the Platform associates or presumes the association of a relevant Digital Asset's name, ticker, symbol or logo with a specific smart contract deployed to one or more blockchain systems. In making such associations, the Platform relies upon third-party resources which may not be accurate or may not conform to a given User's expectations. Multiple smart contracts can utilize the same Digital Asset name, ticker, logo or symbol as one another, meaning that the name, ticker, logo or symbol of a Digital Asset does not guarantee that it is the token desired by the User or generally associated with such name, ticker, logo or symbol. Users must not rely on the name, symbol, ticker or branding of a Digital Asset on the Platform, but

instead must perform your own due diligence and research, including without limitation, examining the specific smart contract associated with the name, symbol, ticker or branding and confirm that the relevant Digital Asset accords with User's expectations. Such information shall not be considered or construed as financial advice, investment advice, tax advice, legal advice, or any other sort of advice. No representation or warranty, express or implied, is made as to the fairness, accuracy, timeliness, quality, origin, ownership or completeness of the information made available on this Platform, and is provided only for general informative purposes, and no reliance should be placed on it. The Company shall not be responsible or liable to you for any use of, or reliance placed on, the information relating to Digital Assets. We shall not be liable for any errors, misrepresentations, or omissions in, of, and about, the information, nor for the availability of the information.

E. **Advertising.** The Platform may incorporate third-party technology that enables advertising on the Platform. As part of this process, the Company and/or its authorized third party advertisers may collect standard information that is sent when your personal computer or device connects to the Internet including your Internet protocol (IP) address.

F. **Conduct**. You shall ensure that your actions, conduct and behaviour in your use of the Platform comply with and abide by all the rules and guidelines imposed by the Company and/or its Third Party Providers. The Company may suspend or block your access to the Platform and/or any Services, whether for a period of time or indefinitely, in the event that you violate or fail to comply with any of such rules and guidelines. For the avoidance of doubt, although we may suspend or block your access or use of the Platform and Services, we will not block or prevent you from accessing your Digital Wallet or the Digital Assets stored therein, unless legally required to do so by any applicable laws or regulatory, court or governmental order.

G. **Identity Disclosure**. You are responsible for the protection of your real and actual identity within the Platform, and any disclosure of your real and actual identity to any other user within the Platform is at your own risk. For example, subject to availability, you are able to create and choose a username on Progress Tracking Feature (defined below) of the Platform (a "**Username**"), and you should take care to only choose a Username that you are comfortable with (to the extent that such Username results in the disclosure of your identity). The Company and/or its Third Party Providers will not be liable or responsible for any disclosure of your real and actual identity by you within the Platform, or any loss, damage or harm arising as a result of such disclosure.

H. **User Created or Uploaded Content.** The Platform may enable you to upload and display content (including without limitation, Username, images, text, messages, data, information, videos, voice and sound recordings) on the Platform, (collectively, the "**User Content**").

   i. You retain ownership over your User Content but you hereby grant the Company a perpetual, irrevocable, worldwide, fully paid up, non-exclusive, sub-licensable, right and license to use for any purpose whatsoever (whether commercial or otherwise) the User Content and all elements thereof, in any and all media, formats and forms, known now or hereafter devised. The Company shall have the unlimited right to copy, reproduce, fix, modify, adapt, translate, reformat, prepare derivatives, add to and delete from, rearrange and transpose, manufacture, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit, publicly display, publicly perform, provide access to, broadcast, and practice the User Content as well as all modified and derivative works thereof and any and all elements contained therein, and use or incorporate a portion or portions of the User Content or the elements thereof in conjunction with or into any other material. In the event you upload or otherwise transmit to the Company any concepts, ideas, or feedback relating to the Platform, you shall not be entitled to any compensation for any such submission, unless expressly agreed between you and the Company, and the Company may freely use any such submission in any manner it deems appropriate. Any such submission by you shall not create any contractual relationship between you and the Company. Except to the extent that any such waiver is prohibited by law, you hereby waive the benefit of any provision of law known as "moral rights" or "droit moral" or any similar law in any country of the world. You represent and warrant that the User Content does not infringe upon the copyright,

trademark, patent, trade secret or other intellectual property rights or proprietary rights of any third party.

ii. You further represent and warrant that you will not use or contribute User Content that is unlawful, tortious, defamatory, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful, racist or otherwise objectionable or inappropriate. The Company may remove or delete any User Content and any related content or elements from the Platform at its sole discretion (including without limitation, where the Company believes that any User Content is in violation of these Terms of Use).

iii. The Company does not guarantee that it will retain or store any User Content, and the Company shall not be liable or responsible to you or any third party for any inability to access or retrieve your User Content arising from any reason whatsoever (including without limitation, any loss, removal or deletion of User Content). You are solely responsible for retaining backups or copies of your own User Content. You are solely responsible for ensuring that any User Content you submit or upload to the Platform comply with any applicable laws and third party rights, including but not limited to any intellectual property rights, privacy rights and publicity rights. You agree that any information included in your User Content may be used in accordance with our Privacy Policy. The Company always has the right, in its sole discretion, to accept or reject any User Content.

I. **Digital Wallets Created, Connected or Linked via the Platform.** You may use the Platform to create a new self-custodial Digital Wallet or connect or link an existing Digital Wallet. The Company will not be liable or responsible for the creation, connection or linkage of any Digital Wallet by you, or for your access to or use of such Digital Wallet. You acknowledge and understand that:

i. The Company does not have control over your Digital Wallet, and shall not be liable or responsible for any activity or transaction conducted via your Digital Wallet, whether initiated through the Platform's user interface or otherwise.

ii. All actions taken or purported to be taken via your Digital Wallet (including the initiating of, or signing of, any transactions) will be automatically deemed to have been conducted and authorised by you. The Company and the Platform are not able to independently verify the veracity or authenticity of such action or transaction, and shall not be responsible for preventing such action or transaction from occurring.

iii. In certain circumstances, such as if you lose or forget your password for your Digital Wallet, you will need to use a private key, seed or recovery phrase to access any Digital Assets stored in your Digital Wallet (the "**Seed Phrase**"). You are solely responsible for the retention and security of your Seed Phrase. Your Seed Phrase is the only way to restore access to the Digital Assets stored in your Digital Wallet if you lose access to your Digital Wallet. Anyone who knows your Seed Phrase can access, transfer or otherwise deal with or dispose of your Digital Assets. If you lose your Seed Phrase, you may permanently lose access to your Digital Assets. You acknowledge that certain methods of securing your Seed Phrase, such as storing it as a digital file anywhere, including on your personal device or on a cloud storage provider, increase the risk that your account or Seed Phrase will be compromised. You further acknowledge that you will not share with us nor any other third party any password or Seed Phrase relating to your Digital Wallet, and that we will not be held responsible if you do share any such password or phrase, whether knowingly or unknowingly. For the avoidance of doubt, we take no responsibility whatsoever for any theft or compromise of a Seed Phrase involving intrusion through any means into your personal device or a cloud provider's data repository.

iv. You acknowledge and agree that we do not store and are not responsible in any way for the security of your Seed Phrase and you agree to hold us, our affiliates, representatives, agents and personnel harmless and that no such party shall be liable in any way in the event you lose your Seed Phrase and cannot access, transfer, use or otherwise deal with or dispose of your Digital Assets. You bear sole responsibility for any loss of your Digital Assets due to failure to retain and/or secure your Seed Phrase.

v. You hereby irrevocably waive, release and discharge the Company, its affiliates, and their respective shareholders, members, directors, officers, employees, agents and representatives, from any and all claims, demands, liabilities, damages, losses, costs or expenses arising out of or relating to your use of your Digital Wallet, any loss, theft, compromise or inaccessibility of Digital Assets, any failed, delayed or misdirected transaction, and any bug, error, interruption, unavailability or failure of the Platform.

J. **Programs, Promotions and Incentives.** From time to time, the Company may, in its sole discretion, make available various programs, campaigns, referral schemes, challenges, quests, rewards, benefits, incentives, rebates, bonuses or other promotional offerings to some or all Users. The eligibility criteria, mechanics, duration, rewards, benefits, restrictions, and other terms applicable to any such offering shall be determined by the Company in its sole discretion and may be modified, restricted, suspended, withheld, or discontinued at any time without prior notice or liability. Unless expressly stated otherwise by the Company in writing, any such rewards, benefits, or incentives have no cash value, are not property, are not transferable, and do not create any vested right or entitlement.

K. **Progress Tracking Feature and Points.** From time to time, the Company may make available features that track your progress or reflect your activity, participation, profile or engagement on our Platform and within our ecosystem ("**Progress Tracking Feature**"). Such features may include the issuance of points, rewards, benefits and incentives (collectively, "**Points**") and the allocation and assignment of levels, tiers or statuses to a User Account (collectively, "**Tiers**") based on a User's activity and participation within the Platform, and/or the conducting or issuance of various challenges, quests, mini-games or other activities that you may be able to participate in. We may also issue Points, gifts or other benefits and incentives or allocate or assign Tiers at our sole discretion (whether randomly or otherwise). The amount, type and value of any such Points, Tiers or other rewards or benefits offered, if any, may be set, modified, withheld or cancelled by the Company at any time without prior notice or liability. From time to time, we may also limit the number or amount of Points, Tiers or other rewards or benefits a User may receive, impose expiration dates, or require additional actions to unlock Points, Tiers or other rewards or benefits. The Progress Tracking Feature is provided for your information and entertainment only, and shall not be deemed as having any intrinsic value or entitling you to any funds, compensation, or other benefit (financial or otherwise). Any Points issued or awarded or Tiers allocated or assigned may be retracted, cancelled, invalidated or amended based on a criteria determined by us, or at our sole discretion. The Progress Tracking Feature may be affected by technical issues, maintenance, upgrades, resets, recalculations, policy changes, data discrepancies, or other events, and may be reset, delayed, unsaved, lost, or changed at any time. The Company shall not be liable or responsible to you or any third party if any part of your Progress Tracking Feature (including all or part of your Points or Tiers or other rewards or benefits under your User Account) is reset, unsaved or lost.

L. **Referral Reward Program.** From time to time, we may implement a referral reward program ("**Referral Program**"). This may include the issuance of unique referral links, codes or identifiers to you, which may be used by other users (the "**Referred Users**") to register on the Platform or access specific features, and for which such registration shall be linked or accounted to you. Subject to the Company's policies and eligibility criteria in force at the relevant time, you may be assigned or allocated Tiers or be issued or awarded Points, rewards or other benefits upon a valid referral, and such referral may be considered valid only if it satisfies the following conditions, and/or such other conditions as may be imposed by the Company from time to time, whether applicable to a particular referral campaign or generally:

i. the Referred User is a new User who has not previously created a User Account;
ii. the Referred User constitutes an eligible User;
iii. the Referred User completes certain required actions or reaches defined milestones on the Platform, such as successfully registering a User Account, engaging with specific features, or meeting certain usage or volume thresholds, as may be imposed by the Company from time to time; and

iv. the referral does not involve any fraud, abuse, self-referral, “sybil attacks”, “farming”, unfair practices, unfair or undue manipulation or exploitation of any mechanics of the Referral Programme or violation of our policies.

The amount, type and value of any Points, rewards or benefits offered, and the benefits that an assigned or allocated Tier provides, under the Referral Programme may be set, modified, withheld or cancelled by the Company at any time without prior notice or liability. From time to time, we may limit the number or amount of Points, rewards or benefits a User may receive, impose expiration dates, or require additional actions to unlock Points, Tiers or other rewards or benefits. Additionally, the **Referral Programme may be limited, suspended, or made unavailable in certain jurisdictions due to applicable laws, regulations, or compliance requirements.** You acknowledge and agree that we may disclose your personal details to your Referred Users as the referrer, and personal details of your referrer to you as a Referred User. Participation is subject to geographic eligibility, and the Company reserves the right to restrict access at its sole discretion. The Company shall not be liable or responsible to you or any third party, including the Referred User, in the event that your referral rewards or progress tracking are delayed, inaccurate, withheld or suspended for any reason, including technical issues, policy updates or user misconduct. You acknowledge that the Referral Programme does not in any way constitute financial or investment solicitation, or an offering to participate in securities or regulated products. The Referral Programme and any associated Points, Tiers or other rewards or benefits are not intended to, and shall not be construed as, an inducement, solicitation, or enticement to engage in any form of cryptocurrency purchase, trading, or investment activity. We may reject or cancel any Referral Programme, or your participation thereto, at our sole and absolute discretion without any prior notice or explanation, or any further liability, to you.

M. **Trading Incentives.** As part of providing a rewarding trading experience, the Company may introduce, issue and grant various Points or other rewards and incentives, including without limitation, loss refunds and other trading based-bonuses or compensation, to Users who perform trades via the Platform (“**Trading Incentives**”). Such Trading Incentives will be introduced, issued and granted at the Company’s sole discretion, and may be issued at random, or based on any eligibility criteria as determined by the Company, including without limitation, a User’s trading activity, trading volume, number of Points held, or associated User Account Tier. Where Trading Incentives are provided, the Platform may automatically deduct a fee from such Trading Incentives to cover any expenses or costs in transferring the Trading Incentives. The Trading Incentives are provided solely as an additional benefit to Users, and nothing in these Terms shall be deemed as any guarantee or promise that a User may receive any Trading Incentives. The Company may discontinue, amend, vary, suspend or terminate any Trading Incentives at any time without any notice to the Users.

N. **Service Availability.** The Services are provided on an “as-is” and “as-available” basis without warranties of any kind, whether express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose, operation and any particular application or use. You acknowledge and agree that we may, in our sole discretion, apply changes, replace or discontinue (temporarily or permanently) any part of the Services at any time. We reserve the right to disable or modify access to the Services at any time in the event of a breach of the Terms, including, if we reasonably believe any of your representations and warranties may be untrue, misleading or inaccurate, and the Company will not be liable to you for any losses or damages you may suffer as a result of or in connection with the Services being inaccessible to you at any time or for any reason.

O. **Copytrading Services.**

i. Overview. The Platform may make available one or more features that allow a User to participate in strategies where trades are replicated into a User's Digital Wallet, either based on the trading activity of a third party and/or based on a strategy made available by the Company (collectively, “**Copytrading**”, and each User who participates in Copytrading, a "**Copytrader**"). Copytrading may be offered in different forms from time to time, including without limitation: (a) features that allow a Copytrader to replicate the trading activity of another User or an external individual or entity who makes independent trading decisions; (b) features where the Company itself makes available a strategy governed by a methodology determined by the Company, which may draw on publicly available information

(such as publicly disclosed transactions of public officials or other persons subject to applicable disclosure laws, or research made available by independent third-party research providers and any social media platform) (a **"Treasures Strategy"**); and (c) features that allow a Copytrader to replicate the trading activity of another User of the Platform, where that other User has affirmatively opted in to make their trading activity available for following or copying through the Platform ("**Social Trading**"). Each strategy described in paragraphs (a) to (c) above is referred to as a "**Strategy**", and each User, external individual or entity, the Company, or other person or source whose trading activity, decisions, methodology or information forms the basis of, or is otherwise used in connection with, a Strategy is referred to as a "**Copytrade Leader**". The specific Copytrading and Social Trading features, Copytrade Leaders and/or Strategies available at any given time, and the manner in which they operate may be introduced, modified, restricted or discontinued by the Company at its sole discretion and without liability.

ii. Not Investment Advice. Copytrading is a technology and execution service only. Nothing in this Section 3.O and no Strategy, trading activity, methodology, information or other content associated with any Copytrade Leader or made available through the Platform, constitutes financial, investment, tax, legal or other professional advice, a recommendation, or a solicitation to buy or sell any Digital Asset. The Company does not assess whether any Strategy is suitable or appropriate for you and does not exercise individualised investment discretion on your behalf. You are solely responsible for deciding whether to subscribe to, follow, continue participating in, or withdraw from any Strategy.

iii. Eligible Assets. Copytrading may involve only those Digital Assets that are, from time to time, made available on the Platform for that purpose (which may be a subset of the assets otherwise available on the Platform), and participation in a Strategy may be subject to further restrictions on eligible assets, position sizing, concentration or risk parameters, as described on the Platform. You are responsible for reviewing and understanding the relevant Strategy, its eligible assets and all applicable restrictions before participating in it.

iv. Strategy Balances and Segregation of Assets.
   (a) When you commit funds to a Strategy, the Digital Assets you allocate are recorded and tracked separately from your other Platform holdings, as your balance in respect of that specific Strategy (your **"Strategy Balance"**). Your Strategy Balance is intended to remain segregated from, and is not pooled, commingled or aggregated with, the Strategy Balance of any other Copytrader, or with any assets of the Company.
   (b) You retain beneficial ownership of, and decision-making responsibility over, the Digital Assets comprising your Strategy Balance at all times, subject to Section 3.O(v) of these Terms.

v. Limited Execution Authority.
   (a) By participating in a Strategy, you grant the Company a limited, revocable authority to execute trades on your behalf, solely in respect of your Strategy Balance, for the purpose of replicating or implementing the relevant Strategy, subject to any applicable restriction under Section 3.O(iii).
   (b) This authority is strictly limited to trade execution for that purpose. The Company does not have, and will not exercise, any right to withdraw, redeem, transfer, or otherwise remove Digital Assets comprising your Strategy Balance to any destination other than as you separately instruct in accordance with Section 3.O(vii) below. Nothing in this Section 3.O grants the Company custody, possession, or control of your Digital Assets, or any right of redemption.
   (c) You may revoke this authority and/or stop participating in a Strategy at any time through the Platform interface. Positions already reflected in your Strategy Balance at the time of revocation will remain until you separately instruct their disposal, and will continue to be subject to market risk in the interim.

vi. No Pooling. Each Copytrader's Strategy Balance is executed and settled independently of every other Copytrader's Strategy Balance. Accordingly, the Company does not guarantee that any two Strategy Balances following the same Strategy will have identical execution prices or execution timing. The Company does not group, batch, or otherwise pool, combine, or aggregate transactions or Digital Assets across Copytrader's Strategy Balances, and

nothing in this Section 3.O should be read as authorising it to do so. In respect of an individual Strategy Balance, the Company may, in its sole discretion, use various operational and technical methods to execute and manage trades in connection with Copytrading, which may include, without limitation, adjusting the timing, sequencing or routing of execution (including for the purpose of limiting the public visibility of a Copytrade Leader's positions or strategy), and rebalancing positions on a periodic basis determined by the applicable strategy and market conditions. Such methods may be adopted, changed, or discontinued by the Company at any time, in its sole discretion and without notice. The Company will only use such methods in a manner it determines, in its sole discretion, to be consistent with applicable law and these Terms.

vii. Redemption and Withdrawal. Subject to Section 3.O(v)(b) above, you may instruct the Company at any time to redeem or withdraw the Digital Assets (or their USDC equivalent) comprising your Strategy Balance, and the Company will facilitate such redemption or withdrawal in accordance with your instructions. Redemptions and withdrawals may be subject to prevailing market conditions, liquidity, applicable fees under Section 5.G below, and the general risks described in Section 3.B and Section 9 of these Terms, and may result in you receiving a value materially different from your original contribution.

viii. Copytrade Leaders.

(a) Independence. A Copytrade Leader is an independent third party and is not an employee, agent, partner or representative of the Company, and the Company does not endorse, verify, or vouch for the identity, qualifications, track record, or future performance of any Copytrade Leader.

(b) Copytrade Leader Warranties. If you act as a Copytrade Leader, you additionally represent and warrant, on a continuing basis, that: (a) you make your own independent trading decisions and will not engage in any conduct described in Section 4.A(xv) (Illegal, Unfair or Manipulative Trading Practices), including front-running Copytraders who follow you; (b) any performance information, description, or track record you provide for display on the Platform is accurate and not misleading; and (c) you will not solicit Copytraders to transact with you outside the Platform in connection with your strategy.

(c) No Fiduciary Duty. As between the Company, Copytrade Leaders, and Copytraders, nothing in these Terms creates a fiduciary, advisory, brokerage, or asset-management relationship between the Company and any Copytrade Leader or Copytrader.

(d) No Guarantee of Replication or Performance. Participation in Copytrading is subject to the risks described in Section 9.C (Copytrading Related Disclaimers), and may cause the positions and performance reflected in your Strategy Balance to differ, potentially materially, from the relevant Copytrade Leader's own positions and performance, or from a Strategy's theoretical output.

ix. Termination of Strategy. The Company reserves the right to terminate any Strategy at any time. Following termination, the Company will cease implementing the Strategy. The Strategy will no longer be followed but your Strategy Balance remains available for redemption and withdrawal in accordance with Section 3.O(vii), but existing positions will not necessarily be liquidated automatically and will remain subject to market risk until sold or withdrawn.

## 4. Restrictions on Use of Platform and Features

A. **Restrictions.** The Company may suspend or revoke your license to use the Platform or any Services or Content made available thereon if you violate, or assist others in violating, the restrictions and limitations set forth below. You agree that you will not, in whole or in part or under any circumstances, do any of the following:

i. **Unauthorized Derivative Works**: Copy, reproduce, translate, reverse engineer, derive source code from, modify, disassemble, decompile, or create derivative works based on or related to the Platform or the Services (or any Content made available thereon).

ii. **Prohibited Commercial Uses**: Exploit or use in a manner for commercial purposes, in its entirety or individual components, the Platform (or any of the Services or Content made available thereon) for any purpose not expressly authorized by the Company, including, without limitation (i) accessing and using the Platform at commercial establishments; (ii) using the Platform to advertise, market, provide or sell any third-party product or service; (iii) performing in-Platform services including, without limitation, account boosting or resource-farming or botting or similar activities, whether in exchange for payment or otherwise; (iv) communicating or facilitating (by text or otherwise) any commercial advertisement, solicitation or offer through or within the Platform; or (v) organizing, promoting, facilitating, or participating in any event involving wagering on the outcome, or any other aspect of, activities within the Platform, whether or not such conduct constitutes gambling under the laws of any applicable jurisdiction, without authorization.

iii. **Cheating**: Create, use, offer, promote, advertise, make available and/or distribute the following or assist with any of the following activities:
1. **exploits;** i.e. methods not expressly authorized by the Company (whether accomplished using hardware, software, a combination thereof, or otherwise), influencing and/or facilitating use of any Service or Content in a manner that is unintended by the Company, including exploits of any bugs in any Service or Content in the Platform, and thereby granting you and/or any other User an undue and unfair advantage over other Users not using such methods;
2. **bots;** i.e. any code and/or software, not expressly authorized by the Company, that allows the automated control of your User Account or any Service or Content of the Platform;
3. **hacks;** i.e. accessing or modifying the software of the Platform (or any Service or Content made available therein) in any manner not expressly authorized by the Company; and/or
4. any code and/or software, not expressly authorized by the Company, that can be used in connection with the Platform, any Service, any Content and/or any component or part thereof which changes and/or facilitates the feature or functionality of the same;

iv. **Data Mining**: Use any unauthorized process or software that intercepts, collects, reads, or “mines” information generated or stored by the Platform (or any Service or Content made available therein); provided, however, that the Company may, at its sole and absolute discretion, allow the use of certain third-party user interfaces.

v. **Unauthorized Connections**: Facilitate, create or maintain any unauthorized connection to the Platform (or any Service or Content made available therein) including without limitation (i) any connection to any unauthorized server that emulates, or attempts to emulate, the Platform (or any Service or Content made available therein); and (ii) any connection using third-party programs or tools not expressly authorized by the Company.

vi. **Transfers**: Attempt to sell, sublicense, rent, lease, grant a security interest in or otherwise transfer any copy of the Platform (or any Service or Content made available therein) or component thereof, or your rights to the Platform (or any Service or Content made available therein) to any other party in any way not expressly authorized herein.

vii. **Disruption / Harassment**: Engage in any conduct intended to disrupt or diminish the social experience for other Users, or disrupt operation of the Company’s Platform (or any Service or Content made available therein) in any way, including:
1. Disrupting or assisting in the disruption of any server, equipment, hardware or computer system used to support the Platform (or any Service or Content made available therein) or interfering with, disrupting, negatively affecting or inhibiting other Users from enjoying the Platform or any Service or Content made available therein, or in any action or conduct that could damage, disable, overburden, or impair the functioning of the Platform, Service or Content made available therein. ANY ATTEMPT BY YOU TO DISRUPT THE PLATFORM OR UNDERMINE THE LEGITIMATE OPERATION OF THE PLATFORM MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS.
2. Harassment, “griefing,” abusive behaviour or chat, conduct intended to unreasonably undermine or disrupt the Platform experiences of others, and/or any other activity which violates these Terms.

3. Post or transmit unsolicited or unauthorized advertising, or promotional materials, that are in the nature of "junk mail," "spam," "chain letters," "pyramid schemes," or any other similar form of solicitation within the Platform.

viii. **Violation of Laws**: Access or Use the Platform or any Service or Content provided therein to violate or attempt to violate any applicable law or regulation (including without limitation any applicable anti-money laundering, anti-proliferation and anti-terrorism financing laws and sanctions programs, including, without limitation, the U.S. Bank Secrecy Act and those enforced by the U.S. Department of Treasury's Office of Foreign Assets Controls and any other export control laws).

ix. **Violation of Policies**: Access or Use the Platform or any Service or Content provided therein to violate or attempt to violate any policies of the Company.

x. **Violation of Proprietary Rights:** Use the Platform or Services in any manner that violates, misappropriates, or infringes the rights of the Company, our licensors, our Users, or others, including privacy, publicity, intellectual property, or other rights.

xi. **Impersonation.** Use the Platform, Services or any content that involves falsehoods, misrepresentations, or misleading statements, including impersonating someone.

xii. **Circumvention of Security.** Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by us or any of our service providers or any other third party to protect the Platform, or any Service or Content.

xiii. **VPN.** Disguise your location through IP proxying, VPN or other methods.

xiv. **Circumvention of Content Filtering.** Circumvent any content-filtering techniques, security measures or access controls employed on the Platform or any Service or Content) in any manner.

xv. **Illegal, Unfair or Manipulative Trading Practices.** Engage in or knowingly facilitate any “front-running,” “wash trading,” “pump and dump trading,” “ramping,” “cornering” or fraudulent, deceptive or manipulative trading activities in any Digital Asset, or taking undue or unfair advantage over other Users, including without limitation:
   1. trading at successively lower or higher prices for the purpose of creating or inducing a false, misleading or artificial appearance of activity, unduly or improperly influencing market prices or establishing a price which does not reflect the true state of the market;
   2. trading without changes in material beneficial ownership for the purpose of creating or inducing a false or misleading appearance of trading activity or creating or inducing a false or misleading appearance with respect to market conditions;
   3. participating in, facilitating, assisting or knowingly transacting with any pool, syndicate or joint account organized for the purpose of unfairly or deceptively influencing market prices;
   4. transacting in securities, commodities futures, trading of commodities on a leveraged, margined or financed basis, binary options (including prediction-market transactions), real estate or real estate leases, equipment leases, debt financings, equity financings or other similar transactions, in each case, if such transactions do not comply with all laws, rules and regulations applicable to the parties and assets engaged therein; or
   5. engaging in token-based or other financings of a business, enterprise, venture, DAO, software development project or other initiative, including ICOs, DAICOs, IEOs, or other token-based fundraising events;
   6. taking advantage of any arbitrage between the Platform and other platforms or service providers;
   7. engaging in any money laundering, terrorist financing, or other illegal activities;
   8. as a Copytrade Leader, front-running, trading ahead of, or otherwise disadvantaging Copytraders who follow your strategy, or misrepresenting your identity, track record, or the composition or performance of your strategy; and

xvi. Encourage or enable any other individual to do any of the foregoing.

B. You agree to comply with all applicable U.S. and non-U.S. export control and trade sanctions laws ("**Export Laws**").

C. Without limiting the foregoing, you may not use the Platform or any Service or any Content if:
   i. you are a citizen of, or located in or ordinarily resident in any of the Prohibited Jurisdictions as defined below;
   ii. you are in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan, or Syria or any other country subject to United States embargo, UN Security Council Resolutions, HM Treasury's financial or other sanctions regime, or if you are on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List HM Treasury's financial or other sanctions regime; or
   iii. you intend to supply the Platform or any Service or any Content to Cuba, Iran, North Korea, Sudan or Syria or any other country subject to United States embargo or HM Treasury's financial or other sanctions regime (or a national or resident of one of these countries), or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List, Entity List, or HM Treasury's financial or other sanctions regime.

D. "**Prohibited Jurisdiction**" refers to any of the following:
   i. Afghanistan;
   ii. Australia;
   iii. Belarus;
   iv. Canada;
   v. Central African Republic;
   vi. Crimea, Donetsk People's Republic, Luhansk People's Republic, Kherson, and Zaporizhzhia regions (Ukraine), the city of Sevastopol;
   vii. Cuba;
   viii. Democratic Republic of Congo;
   ix. Democratic Republic of Korea;
   x. Ethiopia;
   xi. Haiti;
   xii. Iran;
   xiii. Iraq;
   xiv. Lebanon;
   xv. Libya;
   xvi. Mali;
   xvii. Mozambique;
   xviii. Myanmar;
   xix. Nicaragua;
   xx. Nigeria;
   xxi. Palestine;
   xxii. Philippines;
   xxiii. Russia;
   xxiv. Somalia;
   xxv. Sudan;
   xxvi. South Sudan;
   xxvii. Syria;
   xxviii. Ukraine;
   xxix. United Kingdom;
   xxx. United States of America, or any of its states, possessions, territories or federal districts*;
   xxxi. Venezuela;
   xxxii. Yemen; or
   xxxiii. Zimbabwe.

*Persons who place buy orders from within the United States of America, or any of its states, possessions, territories or federal districts, and persons who are "US persons" or acting for the account or benefit of any "US persons" within the meaning of Rule 902 of Regulation S promulgated

under the United States Securities Act of 1933, as amended, are also prohibited from accessing or using the Platform ("**U.S. Prohibited Persons**").

In addition, where Prohibited Persons (as defined below) directly or indirectly hold, in the aggregate, 50% or more of the beneficial ownership or control of any entity, such entity may also be prohibited from accessing or using the Platform, and will be prohibited from doing so where such Prohibited Persons are prohibited as a result of applicable sanctions laws, rules or regulations. "**Prohibited Persons**" means any individual located or residing in, or any entity organized under the laws of or having a principal place of business in, Afghanistan, Belarus, Canada, Crimea, Donetsk People's Republic, Luhansk People's Republic, Kherson and Zaporizhzhia regions of Ukraine, the city of Sevastopol, Cuba, Democratic Republic of Korea, Iran, Libya, Myanmar, Russia, Somalia, South Sudan, Sudan, Syria or United States of America (including any of its states, possessions, territories or federal districts and U.S. Prohibited Persons).

E. In addition to the geographical restrictions in Sections 4(C) and 4(D) above (the "**Restricted Jurisdictions**"), we reserve the right to (i) refuse customers from any other country; or (ii) impose additional criteria, eligibility or qualification requirements or other requirements or restrictions for access or use of the Platform for certain classes of persons within certain jurisdictions, from time to time at our sole discretion.

F. Particular Services and Content may also not be available in certain countries due to regulatory, licensing and local restrictions.

G. We may deploy technological solutions (such as geo-blocking) to prevent persons located in Restricted Jurisdictions from registering an account and/or otherwise being able to access, or to use, the Platform or Services. You acknowledge and agree that we will not be responsible to you for, and that you will indemnify and hold us harmless for and in relation to, any losses suffered by you as a result of your attempting to access the Platform or Services from within a Restricted Jurisdiction, including by way of any means designed to circumvent any controls or technological solutions that we may have in place from time to time, and which are intended to prevent or limit such access. You accept and acknowledge that we reserve the right to detect and prevent the use of prohibited techniques, including but not limited to fraudulent transaction detection, examination of your device properties, detection of geo-location and IP masking, transactions and blockchain analysis.

H. By accessing the Platform (or any Service or Content found thereon), and entering into this agreement, you confirm that you are not located in a Restricted Jurisdiction or a jurisdiction in which it is illegal to use the Platform (or any Service or Content found thereon).

I. We reserve the right to terminate or limit any person's User status or access to or use of the Platform at any time, with or without notice, as determined in our sole and absolute discretion. Such terminations and limitations may be based on any factor or combination of factors, including a person's identity, blockchain address, IP address, internet service provider, virtual provider network provider, metadata, browser software, device type, wallet application, wallet device, region of citizenship or residence or current location, or suspicion that User has engaged or intends to engage in any of the restrictions set out above.

J. We shall be entitled to close or suspend your User Account if:
   i. the Company considers that you are using or have used the Platform or the Services in a fraudulent or collusive manner or for illegal and/or unlawful or improper purposes;
   ii. we suspect or believe that your User Account has been compromised or is being used in breach or violation of these Terms;
   iii. the Company considers that you are using or have used the Platform or the Services in an unfair manner, have deliberately cheated or taken unfair advantage of the Platform or the Services, its third party providers, any of its customers or if your User Account is being used for the benefit of a third party;
   iv. the Company is requested to do so by any applicable law enforcement authority, any regulatory authority or court or if the Company is unable to verify your identity, location, or source of funds as is expressly required by us in order to comply with our legal obligations;

v. you are in breach of these Terms, the applicable regulations (including regulations applicable in your jurisdiction) or the fair use of our services;
vi. the Company considers that any of the events referred to in (i) to (v) above may have occurred or are likely to occur.

**5. <u>Payment, Gas Fees and Taxes</u>**

A. You may be charged fees or charges to access or use some of the Services on the Platform, including fees without limitation:
   i. such fees for the utilisation of the Platform (the "**Platform Fee**") on all transactions made on or via the Platform (each a "**Platform Transaction**"). We reserve the right to change or revise the Platform Fee at any time, and any changes or revisions to the Platform Fee will be published on the website and/or be updated within these Terms. It is your responsibility to take note of any changes or revisions to the Platform Fee, and any Platform Transaction conducted by you after the Platform Fee is revised shall constitute your acceptance of such revised Platform Fee; and
   ii. gas fees or transaction fees charged on the deposit, withdrawal, conversion, swaps or other transactions relating to the Digital Assets carried out via any Services or other fees or charges imposed by Third Party Providers when you use their Dapps ("**Third Party Fees**"). Where applicable, gas fees are paid to the third parties and/or network of computers that operate the blockchain and/or process the transactions and are not paid to us. Kindly note that such Third Party Fees often fluctuate based on a number of factors, all of which are not under our control, and may therefore change at any time without notice.

B. By using the Services, you agree to pay any such fees or charges (including the Platform Fee and the Third Party Fees) imposed for the use of such Services.

C. Although the Company or the Third Party Provider endeavours to provide an accurate estimate of the final quote, any such information only represents an estimation of the applicable fees or charges (such as the Platform Fee and/or the Third Party Fees), which may vary from the fees or charges actually paid to use the relevant Service and/or interact with the relevant blockchain or any other network with which the relevant Service and the Platform are compatible.

D. Any transactions or payments made through any Service via the Platform will be processed through the blockchain or such other payment gateway or process as may be determined by us or by the relevant Third Party Provider (collectively, the "**Payment Process**"). We have no control over these payments or transactions, nor do we have the ability to reverse any payments or transactions made via the Payment Process. You acknowledge that we have no liability to you or to any third party for any claims or damages that may arise as a result of any payments or transactions you made via any Service, including, but not limited to, instances where your payment was not properly processed on the Payment Process or where payment was erroneously made to an unintended recipient. It is solely your responsibility to confirm that your payment for any Platform Transaction has been processed and completed successfully. We do not provide refunds for any fees, payments or Platform Transactions that you might make on or through the Platform.

E. All amounts payable by you under these Terms will be paid to us without set-off or counterclaim, and without any deduction or withholding. Fees and charges for any new Service or new feature of a Service will be effective when we use commercially reasonable efforts to communicate updated fees and charges through our Platform, or other public channels. We may increase or add new fees and charges for any existing Services you are using by using commercially reasonable efforts to notify Users through our Platform, or other public channels.

F. You are solely responsible for determining and paying (or reimbursing for the payment of) any and all sales, use, value-added and other taxes, duties, and assessments (excluding taxes imposed on our net income) now or hereafter claimed or imposed by any tax or other governmental authority associated with your use of the Platform (collectively, the "**Taxes**"). You will pay or reimburse us for all Taxes of any jurisdiction (whether national, federal, state, local, foreign or other), including value added taxes and taxes as required by international tax treaties, customs or other import or export taxes, and amounts levied in lieu thereof based on charges set, services

performed or payments made hereunder, as are now or hereafter may be imposed under the authority of any national, federal, state, local, foreign or other taxing jurisdiction; and will not be entitled to deduct the amount of any such Taxes or amounts levied in lieu thereof from payments (including gas fees) made to us pursuant to these Terms.

G. **Copytrading Fees.**
   i. Where you participate in a Strategy, you may be charged one or more fees in connection with that feature (collectively, **"Participation Fees"**), which may include, without limitation, subscription-based, asset-based, and/or performance-based fee arrangements, or any combination or variation thereof, as disclosed to you on the Platform before you subscribe to or begin participating in the relevant feature.
   ii. Participation Fees are deducted from your Strategy Balance on the basis disclosed to you at the time you subscribe (which may include periodic deduction and/or deduction upon withdrawal or redemption).
   iii. Participation Fees may be charged regardless of whether your Strategy Balance has generated a gain (except in the case of a performance-based fee, which by its nature is charged only on positive performance), and the Company does not guarantee that any Strategy will generate returns sufficient to offset applicable Participation Fees, gas fees, or other Third Party Fees.

## 6. Ownership of Intellectual Property

A. The Platform and the Services and Content contained therein, including any Company Trademarks (defined below), media, web applications, mobile applications, software, computer code, metadata, materials, design, text, images, photographs, illustrations, animation, content, text, media files, artwork, graphic material, databases, proprietary information, graphics and visual effects, as well as any accompanying documentation or other written materials, tangible or intangible, and all legally protectable elements of the foregoing, including, without limitation, all derivative works, translations, adaptations or variations of same, regardless of the medium, format or form, now known or hereinafter developed or discovered, and regardless of where produced, and all Intellectual Property Rights therein (all of the foregoing, individually and collectively, the "**Company Assets**"), are our property and/or where applicable, the property of our licensors or suppliers. The Platform may contain materials licensed by third-parties to the Company, and these third-parties may enforce their ownership rights against you in the event that you violate these Terms. Nothing in these Terms shall be interpreted as granting any license of Intellectual Property Rights of the Company Assets to you other than as explicitly set forth in these Terms. You may not remove, delete or obscure any trademark notice, copyright notice or other intellectual property notice in any part of the Platform. You may not do anything that infringes, violates or misappropriates the exclusive rights belonging to us.

B. Under these Terms, "**Intellectual Property Rights**" refer to patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. **"Company Trademarks"** means any and all logos, trademarks, service marks, and trade dress associated with the Platform, including the "Treasures" name or products or service developed by us (which include without limitation, "Treasures" and "Treasures Finance").

C. The animations, page headers, custom graphics, button icons, style sheets and scripts that contribute to the "look and feel" of the Platform are service marks, trademarks and/or trade dress that belong to us and may not be copied, imitated or used, in whole or in part, in connection with any product or service that is not expressly authorized by us in writing, in any manner that is likely

to cause confusion among consumers, or in any manner that disparages or discredits the Platform or the Company.

D. You may choose to submit comments, bug reports, ideas or other feedback about the Platform, including, without limitation, about how to improve the Platform, the Services or any Content through the email address provided at the end of these Terms or support channels within the Platform (collectively, "**Feedback**"). By submitting any Feedback, you agree that we are free to use such Feedback at our discretion and without additional compensation to you, and to disclose such Feedback to third parties (whether on a non-confidential basis, or otherwise). You hereby grant us a perpetual, irrevocable, nonexclusive, worldwide license under all rights necessary for us to incorporate and use your Feedback for any purpose.

## 7. Third-Party Providers And Services

A. The Platform and any Services made available thereon may contain software or services provided by or links to third-party services ("**Third-Party Content**"). We make no warranties or representations, express or implied, in respect of the availability, functionality or content of such Third-Party Content, and you agree that the Company shall not be liable for any loss or damages arising from or in connection with your use of any third-party services. You may be subject to the terms and policies of such relevant third-parties.

B. When you use the Platform and any Service and any Content made available thereon, you may also be using the functionality, application, software or service of one or more Third Party Providers. For example, the operation of the trading and swaps relies on smart contracts, blockchains, and computer infrastructure operated by third persons. Your use of those and other third-party functionality, application, software or service (each a "**Third-Party Service**") will be subject to the privacy policies, terms of use and similar policies and terms, and fees of those Third Party Providers. You agree that the Company shall not be liable for any loss or damages arising from your use of or the breach thereof of any Third-Party Service. We have no responsibility for any Third-Party Content or any Third-Party Service that may be misleading, incomplete, erroneous, offensive, indecent, or otherwise objectionable to you or under the law in your jurisdiction. The choice to rely on Third-Party Content or to use a Third-Party Service is your own, and you are solely responsible for ensuring that your reliance or use is in compliance with all applicable laws. Dealing or correspondence with any third party that provides such content or services is solely between you and that third party. We reserve the right to change, suspend, remove, disable, or impose access restrictions or limits on the use of any Third-Party Content and Third-Party Service at any time without notice.

C. The Platform and any Service and any Content made available thereon may contain links to Third-Party Services (including, without limitation, Dapps), and may leverage or plug into such Third-Party Services to enable certain features. When using a Dapp or other Third-Party Service, you understand that you are at no time transferring your Digital Assets or private keys to us. We provide the Platform (and the Service and/or Content made available thereon) and access to Third-Party Services only as a convenience, and we do not have control over their content, and we do not warrant or endorse, and are not responsible for the availability or legitimacy of, the content, products or functionality made accessible via the Platform or by those Third Party Providers (including any related website, resources or links displayed therein). We make no warranties or representations, express or implied, about the Platform (including any Content or Service made available thereon) or such linked Third-Party Services, the third parties they are owned and operated by, the information contained on them or the suitability of their products or services. You acknowledge sole responsibility for and assume all risk arising from your use of the Platform and any Service and any Content made available thereon including any third-party website, applications, or resources. When you click such link, we may not warn you that you have left our Platform.

D. We may provide experiences on social media platforms that enable online sharing and collaboration among users who have registered to use them. Any content you post is subject to the terms of use and privacy policies of those platforms and related services. We have no control over such social media platforms or related services, and they are deemed Third-Party Services under these Terms. When you link or connect your social media account to the Platform, your use

of the relevant social media service is at your own risk, and subject to the relevant social media service provider's terms and conditions.

**8. Data Protection and Privacy.**

A. In the course of your access and/or use of the Platform or any Service, we may be required to collect, use, disclose and/or process certain data (including personal data) belonging to you. In this regard, we will collect, use, disclose and/or process your personal data in accordance with applicable data protection and privacy laws, and as set out in our Privacy Policy.

**9. Limited Warranty and Disclaimer.**

A. GENERAL:

i. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON ARE PROVIDED ON AN "AS IS", "UNDER DEVELOPMENT", "WITH ALL FAULTS" AND "AS AVAILABLE," BASIS FOR USE, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF CONDITION, UNINTERRUPTED OR ERROR-FREE USE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

ii. YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON. YOU ACKNOWLEDGE AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON MAY NOT BE SECURE AND MAY BE INTERCEPTED OR LATER ACQUIRED BY UNAUTHORIZED PARTIES. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON IS AT YOUR OWN RISK. RECOGNIZING SUCH, YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE COMPANY, ITS DIRECTORS, OFFICERS AND EMPLOYEES, NOR ITS SUPPLIERS, THIRD PARTY PARTNERS OR LICENSORS WILL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER TANGIBLE OR INTANGIBLE LOSSES OR ANY OTHER DAMAGES BASED ON CONTRACT, TORT, STRICT LIABILITY, INFRINGEMENT OF INTELLECTUAL PROPERTY OR THEFT OR MISAPPROPRIATION OF PROPERTY OR ANY OTHER THEORY (EVEN IF THE COMPANY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM (A) THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON; (B) THE USE OR THE INABILITY TO USE THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (D) STATEMENTS, CONTENT OR CONDUCT OF ANY THIRD PARTY ON THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON; (E) ANY ACTIONS THE COMPANY TAKES OR FAILS TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND; (F) HUMAN ERRORS; (G) TECHNICAL MALFUNCTIONS; (H) FAILURES, INCLUDING PUBLIC UTILITY OR TELEPHONE OUTAGES; (I) OMISSIONS, INTERRUPTIONS, LATENCY, DELETIONS OR DEFECTS OF ANY DEVICE OR NETWORK, PROVIDERS, OR SOFTWARE (INCLUDING, BUT NOT LIMITED TO, THOSE THAT DO NOT PERMIT PARTICIPATION IN THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON); (J) ANY INJURY OR DAMAGE TO COMPUTER EQUIPMENT; (K) INABILITY TO FULLY ACCESS THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON OR ANY OTHER WEBSITE; (L) THEFT, TAMPERING, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, IMAGES OR OTHER CONTENT OF ANY KIND; (M) DATA THAT IS PROCESSED LATE OR INCORRECTLY OR IS INCOMPLETE OR LOST; (N) TYPOGRAPHICAL, PRINTING OR OTHER ERRORS, OR

ANY COMBINATION THEREOF; OR (O) ANY OTHER MATTER RELATING TO THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

iii. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES AND LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR ACCESS TO OR USE OF THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON WILL MEET YOUR REQUIREMENTS, (B) YOUR ACCESS TO OR USE OF THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (C) USAGE DATA PROVIDED THROUGH THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON WILL BE ACCURATE, (D) THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (E) THAT ANY DATA THAT YOU DISCLOSE WHEN YOU USE THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON WILL BE SECURE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET, AND AGREE THAT THE COMPANY, ITS DIRECTORS, OFFICERS AND EMPLOYEES HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO ITS GROSS NEGLIGENCE OR WILFUL MISCONDUCT.

iv. THE COMPANY, ITS DIRECTORS, OFFICERS AND EMPLOYEES WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR AS THE RESULT OF YOUR USE OF ANY DIGITAL WALLETS OR OTHER APPLICABLE BLOCKCHAIN, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (A) USER ERROR, SUCH AS FORGOTTEN OR COMPROMISED PASSWORDS OR SEED PHRASES OR INCORRECTLY CONSTRUED SMART CONTRACTS OR OTHER TRANSACTIONS; (B) SERVER FAILURE OR DATA LOSS; (C) CORRUPTED WALLET FILES; (D) INTELLECTUAL PROPERTY INFRINGEMENT BY THE USERS; (E) UNAUTHORIZED ACCESS OR ACTIVITIES BY THIRD PARTIES, INCLUDING BUT NOT LIMITED TO THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON.

B. <u>DIGITAL ASSETS RELATED DISCLAIMERS</u>

i. The Company, the Platform and the Services could be impacted by one or more regulatory inquiries or regulatory action, which could impede or limit your ability to access or use the Platform and the Services. The Company, the Platform and the Services are not registered or licensed by any governmental or regulatory authority or agency. No such governmental or regulatory authority or agency has reviewed or approved the Company, the Platform and the Services provided thereunder.

ii. You acknowledge and agree that blockchain and decentralized technologies are an emerging technology and progressing field. Advances in code cracking or technical advances such as the development of quantum computers may present risks to smart contracts, Digital Assets, the Platform, and the Services which could result in the theft or loss of your cryptographic tokens or property, among other potential consequences. By using the Platform and any of the Services you acknowledge and agree to undertake these risks.

iii. You acknowledge and agree that such Digital Assets, blockchain technologies and associated assets are highly volatile due to many factors including but not limited to popularity, adoption, speculation, regulation, technology and security risks. You also acknowledge and agree that the cost of transacting on such technologies is variable and may increase at any time causing impact to any activities taking place on the Platform. The

Company does not invite or make any offer to acquire, purchase, sell, transfer or otherwise deal in any Digital Asset. Third parties may provide services involving the acquisition, purchase, sale, transfer or exchange of Digital Assets; the Company does not provide any such service and does not undertake any liability in connection thereto. You acknowledge and agree these risks and represent that the Company cannot be held liable for changes and fluctuations in value or increased costs.

iv. The Company is a developer and provider of software. The Company is not a broker, fund management agency, fund manager, financial institution nor is it a dealer or arranger, nor does it operate a Digital Asset exchange platform or offer trade execution or clearing services and, therefore, has no oversight, involvement, or control concerning the transactions you choose to conduct via the Services. All transactions initiated by Users are executed and conducted on a decentralised basis on the relevant Third Party Service via the Platform, and not through the Company as an intermediary. As a result, any transaction conducted through the Platform may not be subject to the same regulatory oversight or protections that may apply to transactions effected through traditional financial institutions or other regulated intermediaries. You are responsible for complying with all laws that may be applicable to or govern your use of the Services, including, but not limited to, the Commodity Exchange Act and the regulations promulgated thereunder by the CFTC, the federal securities laws and the regulations promulgated thereunder by the SEC, the Securities and Futures Act and all foreign laws that apply to you and your use of such Services.

v. There are risks associated with using an Internet-based currency, including, but not limited to, the risk of hardware, software and Internet connections failure or problems, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your Digital Wallet. You accept and acknowledge that the Company will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Platform or the Services for processing transactions, however caused.

vi. You acknowledge and agree that the Platform, and the Services and Contents made available thereon are software code and are subject to flaws and acknowledge that you are solely responsible for evaluating any smart contract, code provided by the Platform and/or the Services and Contents made available thereon and the trustworthiness of any third-party websites, products, smart-contracts, or content you access or use through the Platform. Like all software, the Platform and the Services may be subject to exploits. The Company is not and will not be responsible for exploits of any kind. While the Company has taken a number of precautions to maintain the security of the Platform and the Services respectively, this is a nascent technology and it is not possible to guarantee that the software codes or any smart contracts are completely free from vulnerabilities, bugs or errors. You accept all risks that arise from using the Platform and the Services, including, and not limited to, the risk of any funds being lost due to a failure or exploit of the Platform or any of the Services. You further expressly acknowledge and agree that the Digital Assets and other blockchain applications can be written maliciously or negligently, that the Company cannot be held liable for your interaction with such Digital Assets applications and that such applications may cause the loss of property or even identity. This warning and others later provided by the Company in no way evidence or represent an on-going duty to alert you to all of the potential risks of utilizing the Platform or any Service or Content made available thereon.

vii. Any and all information provided in connection with your access and use of the Platform (or any Service or Content made available thereon), including without limitation any User Content, should not and may not be construed as legal, tax, investment, financial, professional or other advice. You should not take, and should refrain from taking, any action based on any information contained on the Platform (or any Service or Content made available thereon), or any other information we make available at any time, including, without limitation, blog posts, articles, links to third-party content, discord or telegram content, news feeds, tutorials, tweets and videos. Before you make any financial, legal or other decisions involving the Platform (or any Service or Content made available thereon) or use thereof, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate. The Terms

are not intended to, and do not, create or impose any fiduciary duties on us. You further agree that the only duties and obligations that we have are expressly set out in these Terms (including in the Privacy Policy).

viii. The following risks are associated with Digital Assets, the Platform, the Services and blockchain based technologies in general: the risk of losing private keys, theft resulting from third parties discovering your private key, value fluctuation of Digital Assets on the secondary market, disruptions to the Platform caused by network congestion, lack of usability of, or loss of value with respect to, digital assets due to a hard fork or other disruption to the applicable blockchain, or errors, bugs, or vulnerabilities in the smart contract code associated with a given Digital Asset or transactions involving Digital Assets.

ix. Upgrades, forks or changes to the blockchain or a change in how transactions are confirmed on the blockchain may have unintended, adverse effects. In the event of a change to an underlying blockchain network, or other network disruption, resulting in a fork of the existing blockchain into one (or more) additional blockchains, the Platform and the Services may halt and stop functioning. In addition, in the event of a fork, transactions on the network may be disrupted, including transactions involving the Platform and the Services.

x. Other counterparty risks. Apart from situations where another User is the Counterparty, the use of the Platform may include other counterparty related risks including without limitation, if a market maker or liquidity provider faces issues which could result in slippage or an inability to execute trades; failures by or disputes with payment processors which may delay deposit and withdrawal transactions; borrowers defaulting on their repayment obligations which may delay the redemption of deposits from certain products. In such other exceptional circumstances, your Digital Asset holdings and your ability to transact or deal with your Digital Asset holdings, may be adversely affected which may result in a range of outcomes including, without limitation, transactions not completing as expected, trading costs being irrecoverable, loss of profits, inability to acquire or dispose of assets at the desired time or price.

xi. The Digital Asset industry is subject to systemic and systematic risk. Systemic and systematic risks are both threats to the Digital Asset markets and economy, but the cause of these risks and the approaches for managing them are different. Systemic risk is the risk that a company or industry-level risk could trigger a major collapse. Systematic risk is the risk inherent to the entire market, which can be economic, sociopolitical, technological, or natural in origin. These risks can affect the prices of Digital Assets.

C. <u>COPYTRADING RELATED DISCLAIMERS</u>

i. No advice and no guarantee of results. Copytrading is provided for informational and execution purposes only and does not constitute financial, investment, tax, legal or other professional advice or a recommendation to buy, sell or hold any Digital Asset. No representation or guarantee is made that any Strategy Balance will achieve profits, or will achieve profits or losses similar to those of any Copytrade Leader.

ii. Past performance. Any performance information, statistics, track record, or risk indicator displayed in respect of a Copytrade Leader reflects past or simulated results only and is not indicative of, and should not be relied upon as a guide to, future performance. Hypothetical or backtested performance results have inherent limitations and differ from actual results, which are subject to the risks described in this Section 9.C and may be materially lower.

iii. Tracking and correlation risk. The positions and performance reflected in your Strategy Balance may differ, potentially materially, from a Copytrade Leader's actual positions and performance, as a result of factors including without limitation: (a) the timing of your subscription, deposit, or withdrawal; (b) differences between the assets available for Copytrading on the Platform and a Copytrade Leader’s unrestricted universe of assets; (c) slippage, gas fees, liquidity constraints, and timing differences, including those arising from any execution method described in Section 3.O(vi); (d) Participation Fees and Third Party

Fees; (e) the size of your Strategy Balance and any applicable eligibility restriction, concentration limit or risk parameter; and (f) a Copytrade Leader modifying, pausing, or ceasing their strategy, or closing their own positions, without notice.

iv. Public-disclosure-based strategies. Where a Strategy relies on publicly available information, including transactions disclosed by public officials or other persons pursuant to applicable disclosure laws or regulations and social media platform, such feature relies solely on information that has already been made public, and does not involve, and the company does not seek or receive, any non-public or material non-public information. Such information may be subject to reporting delays, may be incomplete, amended, or late-filed, and a replicated transaction may therefore occur at a materially different price, or at a materially different time, than any underlying transaction or event on which it is based. The use of any publicly available information in a Treasures Strategy does not imply that any person referenced endorses, sponsors, is affiliated with, or has any relationship with the company, the platform, or the relevant strategy.

v. Copytrade Leader risk. A Copytrade Leader is an independent third party, is not vetted, licensed, or supervised by the company as an investment professional, and may change their strategy or risk profile without notice, take on levels of risk that are unsuitable for you, cease trading or become unresponsive, or have their own interests diverge from yours, including as a result of the fee arrangements described in Section 5.G. You are solely responsible for researching and selecting any Copytrade Leader you choose to follow, and for diversifying your participation across strategies as you consider appropriate.

vi. No custody and no redemption rights against the Company. Your participation in Copytrading does not constitute a deposit, loan, investment in, or acquisition of any interest in the company, any fund, or any pooled vehicle. Your Digital Assets remain at all times subject to your own beneficial ownership as part of your Strategy Balance, and the Company's authority over your Strategy Balance is limited to trade execution as described in Section 3.O(v). The Company has no redemption, repurchase, or buy-back obligation in respect of any digital asset comprising your Strategy Balance.

vii. Regulatory status. The Company is not registered or licensed as an investment adviser, broker-dealer, fund manager, commodity trading advisor, or similar regulated intermediary in any jurisdiction in connection with Copytrading, and no regulator has reviewed or approved any Strategy. Copytrading may not be available, or may be subject to additional restrictions, in your jurisdiction, and it is your responsibility to determine whether your participation complies with applicable law.

viii. Limitation of liability. The disclaimers, risk acknowledgements, and limitations of liability set out in this Section 9 and in Section 10 (limitations of liability) apply in full to your use of Copytrading, including any losses arising from a Copytrade Leader's trading decisions, the operation of a Strategy, any execution method, or the unavailability, delay, or failure of any replication or rebalancing transaction.

**10.** **Limitations of Liability.** To the fullest extent allowed by applicable law, the Company, its parent, subsidiaries, Third Party Providers and affiliates shall not be liable for any loss or damage arising out of your use of, or inability to access or use, the Platform or Services. The Company's liability shall never exceed the total Platform Fees paid by you to the Company during the six (6) months prior to your making a claim against the Company, or USD$100, whichever is lower, unless applicable law explicitly disallows this limitation, in which case the Company's liability shall be limited to the fullest extent permitted by applicable law.

**11.** **Indemnity.** You hereby agree to defend and indemnify the Company, its parent, subsidiaries, licensors and affiliates against and from any third party claims, liabilities, losses, injuries, damages, costs or expenses incurred by the Company arising out of or from any violation by you of these Terms or your misuse of the Platform or Services.

12. **Equitable Remedies.** You agree that the Company would be irreparably damaged if the sections of these Terms were not specifically followed and enforced. In such an event, you agree that the Company shall be entitled, without bond or other security, or proof of damages, to appropriate equitable relief in the event you breach these Terms; and that the awarding of equitable relief to the Company will not limit its ability to receive remedies that are otherwise available to the Company under applicable laws.

13. **Amendments and Variations.**

A. **Alterations to the Terms.**

i. **The Company's Rights.** The Company may create updated versions of these Terms (each a "**New Terms**") as its business and the law evolves. If we change or modify these Terms, we will revise the "last updated" date located at the top of these Terms. Unless otherwise stated, any such alterations shall become effective immediately upon publication on the Platform.

ii. **New Terms**. These Terms will terminate immediately upon the introduction of a New Terms. New Terms will not be applied retroactively and cannot alter the process for resolving a Dispute between us once you have notified the Company of a Dispute. If you do not wish to be bound by the New Terms, you must immediately cease using the Platform or Services. Your continued access to or use of the Platform or the Services after the Company has published any New Terms shall constitute your acceptance of the New Terms.

14. **Term and Termination.**

A. **Term.** These Terms are effective upon your first access and use of the Platform, and shall remain in effect until it is terminated or superseded by a New Terms, or, if neither of the foregoing events occur, as long as you continue using the Platform.

B. **Termination**

i. The Company reserves the right to terminate these Terms at any time for any reason, or for no reason, with or without notice to you. For purposes of explanation and not limitation, most access and usage suspensions and terminations are the result of violations of these Terms. In case of minor violations of these rules, the Company may provide you with a prior warning and/or suspend your use of the Platform due to your non-compliance prior to terminating these Terms.

ii. In the event of a termination of these Terms, you will continue to be able to access and use your Digital Wallet, but you may need to do so through means outside of the Platform (for example, a browser extension). In addition, you will not be able to use the Platform. The Dispute Resolution provisions of these Terms will survive termination and apply to all Disputes that arose or could have been initiated prior to termination.

15. **Dispute Resolution. PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT OR TO PURSUE CLAIMS IN A CLASS OR REPRESENTATIVE CAPACITY**

A. **APPLICABILITY OF THIS DISPUTE RESOLUTION POLICY.** This binding individual arbitration section will not apply to the extent prohibited by the laws of your country of residence. To the fullest extent allowed by applicable law, you and the Company agree to submit all Disputes between us to individual, binding arbitration. A "**Dispute**" means any dispute, claim, or controversy (except those specifically exempted below) between you and the Company that relates to any aspect of our relationship, including, without limitation, your use or attempted use of the Platform (including any Service or Content made available thereon), and all marketing related to them, any licensed content, and all matters arising under these Terms, the Company's Privacy Policy, or any other agreement between you and the Company, including the validity and enforceability of this agreement to arbitrate. A Dispute shall be subject to binding, individual arbitration regardless of whether it is based in contract, statute, regulation, ordinance, tort (including fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or

equitable theory. This includes claims that accrued before you entered into these Terms. You understand that there is no judge or jury in arbitration and that court review of an arbitration award is limited.

B. **INFORMAL NEGOTIATION PERIOD.** In an effort to accelerate resolution and reduce the cost of any Dispute related to, or arising out of, these Terms, you and the Company agree to first attempt to negotiate any Dispute (except as set out in Section 15.F. below) informally for at least thirty (30) days before either party initiates any arbitration or court proceeding. **Notice must be provided within one (1) year of the Dispute having arisen, but in no event after the date on which the initiation of legal proceedings would have been barred under the applicable statute of limitations. The failure to provide timely notice shall bar all claims.**
   i. Negotiations will begin upon receipt of written notice by the party raising the Dispute. The Company will send its notice to your e-mail address or otherwise contact you via the registered telephone number that you have provided to us.
   ii. You will send your notice to the Company at hello@treasures.io.

C. **BINDING ARBITRATION.** If a Dispute cannot be resolved through negotiations, either you or the Company may elect to have the Dispute finally and exclusively resolved by binding arbitration. The provision by you of a notice to the Company, containing all of the information referenced above, and your good-faith participation in the Informal Negotiation Period, are prerequisites to commencing arbitration.
   i. Any dispute as to any matter arising under, out of or in connection with this Agreement (including but not limited to any question regarding its existence, validity or termination) shall be referred to and finally and exclusively determined by arbitration in Panama at the Arbitration and Settlement Centre of Panama ("**CECAP**") in accordance with the Arbitration Rules of the CECAP for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The Tribunal shall consist of one arbitrator to be appointed by the Chairman (or equivalent position) of the CECAP. The language of the arbitration shall be English. The award by the arbitrator shall be valid, final and binding on each of the Parties. The Parties shall have the right to seek interim injunctive relief from a court of competent jurisdiction, both before and after the arbitrator has been appointed, at any time up until the arbitrator has made its final award. The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. You and the Company shall be responsible for their respective attorneys' fees and expenses.
   ii. THE ARBITRATION PROCEEDINGS DESCRIBED HEREIN WILL BE CONDUCTED ON AN INDIVIDUAL BASIS ONLY. The arbitrator may not consolidate disputes against the Company by other individuals or entities unless the Company expressly consents to such consolidation. These Terms provide no right or authority for any Dispute to be arbitrated, adjudicated, or resolved through proceedings on a class or representative basis or using class action procedures. The arbitrator may award any relief that is permitted by applicable law with respect to your individual claim, but to the maximum extent permitted by applicable law, may not award relief against the Company respecting any person other than you.

D. **CLASS AND COLLECTIVE ACTION WAIVER.** To the fullest extent allowed by applicable law, you and the Company agree that neither you nor the Company may participate as a class representative, private attorney general, or as a member of any class of claimants for any Dispute subject to arbitration or for any non-arbitrable claim pursued in court. The arbitrator and any court shall construe the agreement to arbitrate and the agreement to waive class or collective actions in any manner that will render them enforceable and give them effect. If, for any reason, this class or collective action waiver is deemed unenforceable by a court or arbitrator, you agree that the parties' contract to arbitrate is then entirely void. If any portion of these Terms other than the class action waiver is found illegal or unenforceable, such portion shall be severed and the remainder of these Terms shall be given full force and effect. Any Dispute subject to any such portion of these Terms shall be decided by the arbitrator.

E. **GOVERNING LAW.** Unless these Terms include express language to the contrary, all Disputes shall be governed by and construed under the laws of Panama without regard to choice of law principles. The application of the United Nations Convention on Contracts for the International

Sale of Goods is expressly excluded. This paragraph will be interpreted as broadly as applicable law permits.

F. **EXCEPTIONS TO NEGOTIATIONS AND ARBITRATION.** You and the Company agree that the following Disputes are not subject to the above provisions concerning negotiations and binding arbitration:

i. any Dispute seeking to enforce or protect, or concerning the validity of, any of the Company's intellectual property rights;
ii. any Dispute related to, or arising from, claims that the other party has committed piracy;
iii. individual actions duly filed in a small-claims court of competent jurisdiction on a non-representative basis; any claim within the jurisdictional limits of the small claims courts;
iv. enforcement actions pursued through a governmental agency if permitted by applicable law;
v. the Company's right to seek injunctive relief to preserve the status quo pending or during an arbitration.

Claims excluded from arbitration under this section are subject to the choice of law, forum selection, and jury waiver clauses set forth in these Terms.

**16. Data Analytics.**

We may collect information from our users through the Platform in order to better understand their needs and usage patterns, which can be used to inform future improvements to the Platform and provide a more personalized experience. Information being collected may include, without limitation, the following:

• Users, pageviews, sessions
• Source (e.g. Google, social, direct)
• Time spent on site
• Users info (country, browser language)

**17. General.**

A. You understand and agree that the Platform may not be used, accessed, downloaded, or otherwise exported, reexported, or transferred in contravention of applicable export control, economic sanctions, and import laws and regulations, including, but not limited to, the U.S. Export Administration Regulations ("EAR") and regulations promulgated by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"). You represent and warrant that you (1) are not subject to any sanctions or export restrictions (including without limitation, U.S. or UN imposed sanctions or export restrictions) and otherwise are eligible to utilize the Platform under applicable laws and regulations; (2) are not located or ordinarily resident in a country or region subject to comprehensive or near-comprehensive sanctions/embargo (including without limitation, U.S. or UN imposed sanctions or embargoes), unless your use of the Platform in such country or region is authorized by applicable law; (3) are not an official, employee, agent, or contractor of, or directly or indirectly acting or purporting to act for or on behalf of, a government (including any political subdivision, agency, or instrumentality thereof or any person directly or indirectly owned or controlled by the foregoing) or political party (e.g., Cuban Communist Party, Workers' Party of Korea) subject to U.S. or UN sanctions/embargo or any other entity in a sanctioned/embargoed country or region or subject to U.S. or UN imposed based sanctions/embargo; and (4) will not use the Platform in connection with an end-use prohibited by applicable law.

B. The Company may assign these Terms, in whole or in part, to any person or entity at any time with or without your consent. You may not assign these Terms without the Company's prior written consent. Your assignment of these Terms without the Company's prior written consent shall be void.

C. The Company's failure to enforce a provision of these Terms shall not be construed as a (i) waiver of such provision, or (ii) diminishment of any right to enforce such provisions. Further, the Company may choose to waive enforcement of a provision of these Terms in a particular instance; however, you are still obligated to comply with that waived provision in the future.

**D. Notices.**

i. If to the Company: hello@treasures.io

ii. If to You. All notices given by the Company under these Terms shall be given to you either through written notice, email, or website blog post.

E. The Company shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of the Company, such as natural disasters, unforeseen intrusions into our cyberspace, war, terrorism, riots, embargoes, acts of civil or military authorities, acts of God, fire, floods, accidents, pandemics, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

F. If any part of these Terms is determined to be invalid or unenforceable, then that portion shall be severed, and the remainder of these Terms shall be given full force and effect.

G. These Terms, along with the Company's other applicable agreements and terms referenced herein, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede any prior oral or written agreements or communication.

H. Any provisions of these Terms that by its construction are intended to survive the termination of such Terms shall survive. This includes, without limitations, Sections 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 17 (to the extent applicable).

**API Services Appendix**

This API Services Appendix ("**Appendix**") forms part of the Terms of Use. This Appendix applies to you if you: (a) access and/or integrate with our application programming interface(s) ("**Platform API(s)**") or use any development related tools and features (including without limitation, any smart contracts, endpoints, credentials, Documentation, software development kits, developer tools and decentralized applications) that the Company has developed and provides to facilitate such access and usage of the API(s) (all of which, including the Platform API(s), shall be referred to collectively as the "**API Services**") to build, operate, or offer a product or service to your own end users or customers; (b) integrate the API Services into your own systems, infrastructure or applications; or (c) otherwise access the Platform or Services through a programmatic or automated interface rather than directly through the Platform's website.

## 1. Definitions and Interpretation

1.1. Capitalized terms not otherwise defined in this Appendix or in the Platform Terms (as defined below) shall, for the purposes of this Appendix, have the following meanings:

(a) "**Affiliate**" means any legal entity in which a party, directly or indirectly, holds more than fifty percent (50%) of the shares or voting rights or controls or is under common control with that legal entity. For the purposes of this definition, "control" means the direct or indirect possession of the power to direct or cause the direction of the management and policies of an entity, whether through ownership, by management, by contract, or otherwise. Any such entity will be considered an Affiliate for only such time as such interest or control is maintained.

(b) "**Documentation**" refers to the technical documentation relating to the relevant Platform API(s), which are accessible at https://docs.treasures.io/.

(c) "**Open Source Software**" means any Third-Party Software and the functionalities therein, as included in or distributed with any Platform API(s), which are generally available and obtained by the Company via an inbound license as freeware, shareware, or open source software under the Mozilla Public License, BSD, GNU General Public License or the Apache Software License, or under or pursuant to similar licensing or distribution models. For the avoidance of doubt, Open Source Software shall remain categorized as Open Source Software for the purposes of interpreting this Appendix despite subsequent modifications by the Company prior to distribution.

(d) "**Platform Terms**" refer to the Platform's Terms of Use, Privacy Policy and Cookie Policy.

(e) "**Third-Party Software**" means (i) the copyrighted, patented, and/or otherwise legally protected software and/or material of third parties; and/or (ii) Open Source Software, that is licensed to, sublicensed to, and/or otherwise distributed or made available by the Company to you as part of the API Services.

1.2. Capitalised terms in this Appendix that are not defined above shall have the meaning given to them in the Platform Terms, unless the context requires otherwise.

## 2. Scope and Application

2.1. This Appendix forms part of, and supplements, the Platform Terms. The Platform Terms continue to apply to your access to and use of the Platform and the API Services. In the event of any conflict or inconsistency between the main body of the Platform Terms and this Appendix, this Appendix will prevail only in respect of your access to and use of the API Services, and only to the extent of such conflict or inconsistency. The main body of the Platform Terms will continue to apply in all other respects.

2.2. This Appendix does not apply to users who access the Platform solely through the Platform's website or user interface. Such users are governed solely by the Platform Terms.

## 3. Access and Restrictions

3.1. Licence. Subject to this Appendix and the Platform Terms, the Company grants you a worldwide, revocable, non-exclusive, non-transferable and non-sublicensable licence to use the API Services solely (a) for so long as the Company permits you to access and use the API Services, (b) for your own personal or commercial purposes (but provided you comply with the restrictions and other terms applicable to the usage of the Platform API(s)), and (c) in accordance with applicable Documentation. Upon the termination of the applicable licences as provided in this Appendix, you will cease accessing and using the API Services and return, uninstall or delete all copies of the applicable API Services (including Platform API(s)), with the exception of any Open Source Software, of which the terms of the applicable Open Source license shall apply to such Open Source Software.

3.2. Usage Limitations and Restrictions. The Company may, at its sole discretion and without liability, suspend, throttle, rate-limit or revoke your access to the Platform API(s) or any API Services, in whole or in part, immediately upon notice (or without notice where the Company reasonably determines that continued access poses a security risk, legal risk, or risk of harm to the Platform or other users) if you violate, or assist others in violating, the restrictions and limitations set forth below, or if the Company reasonably believes that your use of the API Services may compromise the integrity, security or availability of the Platform. In addition to the restrictions and limitations set out in the Platform Terms (which apply equally to the API Services), and with respect to the API Services made available to you under this Appendix — with the exception of any Open Source Software, to which the terms of the applicable Open Source license shall apply — you must not, and must not allow any other person to:

(i) violate the Platform Terms or this Appendix;
(ii) exploit any vulnerability of the API Services, inject any unauthorized or malicious scripts, codes, commands, queries, or requests, or introduce any unauthorized code through the API Services. In the event that you are aware of any vulnerabilities in the API Services or any part thereof, you shall immediately notify the Company, and shall ensure that you do not notify any third party without the prior written consent of the Company;
(iii) use any unauthorized process or software that intercepts, collects, crawls, scrapes, reads, or “mines” information or data generated or stored by the API Services (or any part thereof, including any third party components) or the underlying Platform, or use the API Services to develop any other software or tool that does the same;
(iv) decompile, reverse engineer, or reverse assemble any portion of Platform, API Services or Third-Party Software, or attempt to discover any source code or underlying ideas or algorithms of Platform, API Services or Third-Party Software;
(v) sell, assign, sublicense, rent, lease, distribute, commercially exploit or otherwise transfer access to the API Services without the Company’s prior written approval;
(vi) remove or alter any trademark, logo, copyright, or other proprietary notices associated with API Services (including, without limitation, any trademark, logo, copyright, or other proprietary notices associated with the Company or its third-party licensors);
(vii) circumvent or attempt to circumvent any aspect of the API Services, which is designed to manage or restrict unauthorized access or use of API Services;
(viii) access or use the API Services for any illegal or illicit purposes, or in violation of any applicable law;
(ix) access or use the API Services to build, design, develop, or participate in, whether directly or indirectly, any competing product, service, or business activity; or
(x) cause or permit any other party to do any of the foregoing.

## 4. Delivery and Services

4.1. Delivery. Subject to this Appendix and the Platform Terms, the Company will make the API Services available for access and use to you through the Company’s website/Documentation and with the provision of the applicable API keys or such other applicable access credentials as may be issued or made available by the Company (collectively, the “**API Keys**”). You acknowledge that the Company does not control the transfer of data over the internet and that the Company is not responsible for any delays or delivery failures caused by the internet.

4.2. API Keys. Any API Key provided by the Company to you is personal and specific to you. You may not distribute any API Keys provided by the Company to any third party. Such API Keys are the Confidential Information of the Company and are subject to the confidentiality requirements set out herein.

4.3. Suspension of Access. The Company shall be entitled to suspend your access to or use of the API Services if:

(a) the Company reasonably determines that you are using or has used the API Services in a fraudulent or collusive manner or for illegal and/or unlawful or improper purposes;
(b) the Company reasonably suspects or believes that your API Keys have been compromised or is being used in breach or violation of this Appendix;
(c) the Company reasonably determines that you are using or has used the API Services in an unfair manner, has deliberately cheated or taken unfair advantage of the API Services, its third party providers;
(d) the Company reasonably believes that any of your representations and warranties are untrue, misleading or inaccurate;
(e) the Company is requested to do so by any applicable law enforcement authority, any regulatory authority or court or if the Company is unable to verify your location, or source of funds as is expressly required by the Company in order to comply with the Company's legal obligations; and
(f) you are in breach of this Appendix or the applicable regulations (including regulations applicable in your jurisdiction).

4.4. Digital Wallets Created, Connected or Linked via the API Services. You may use the API Services to connect, link or create a Digital Wallet. The Company will not be liable or responsible for the connection, linkage or creation of any Digital Wallet by you, or for your access to or use of such Digital Wallet. You acknowledge and understand that:

(a) The Company does not have control over your Digital Wallet, and shall not be liable or responsible for any activity or transaction conducted via its Digital Wallet, whether initiated through the API Services or otherwise.

(b) All actions taken or purported to be taken via your Digital Wallet (including the initiating of, or signing of, any transactions) will be automatically deemed to have been conducted and authorised by you. The Company, the Platform and the API Services are not able to independently verify the veracity or authenticity of such action or transaction, and shall not be responsible for preventing such action or transaction from occurring.

(c) In certain circumstances, such as if you lose your password for your Digital Wallet, you will need to use a private key, seed or recovery phrase to access any digital assets stored in your Digital Wallet (the "**Seed Phrase**"). You are solely responsible for the retention and security of your Seed Phrase. The Seed Phrase is the only way to restore access to the digital assets stored in its Digital Wallet if you lose access to your Digital Wallet. Anyone who knows your Seed Phrase can access, transfer or otherwise deal with or dispose of your digital assets. If you lose your Seed Phrase, you may permanently lose access to your digital assets. You acknowledge that certain methods of securing your Seed Phrase, such as storing it as a digital file anywhere, including on a cloud storage provider, increases the risk that your Seed Phrase will be compromised. You further acknowledge that you will not share with the Company nor any other third party any password or Seed Phrase relating to your Digital Wallet, and that the Company will not be held responsible if you do share any such password or phrase, whether knowingly or unknowingly. For the avoidance of doubt, the Company takes no responsibility whatsoever for any theft or compromise of a Seed Phrase involving intrusion through any means into a cloud provider's data repository.

(d) You acknowledge and agree that the Company does not store and is not responsible in any way for the security of your Seed Phrase and you agree to hold the Company, its Affiliates, representatives, agents and personnel harmless and that no such party shall be liable in any way in the event you lose your Seed Phrase and cannot access, transfer, use or otherwise deal with or dispose of your digital assets. You bear sole responsibility for any loss of its digital assets due to failure to retain and/or secure its Seed Phrase.

(e) You hereby irrevocably waive, release and discharge the Company, its Affiliates, and their respective shareholders, members, directors, officers, employees, agents and representatives, from any and all claims, demands, liabilities, damages, losses, costs or expenses arising out of or relating to your use of your Digital Wallet, any loss, theft, compromise or inaccessibility of digital assets, any failed, delayed or misdirected transaction, and any bug, error, interruption, unavailability or failure of the API Services.

(f) To improve the efficiency of Transaction Requests, the API Services may automatically bridge your Digital Assets across different blockchains and cryptocurrencies to be stored as a reserve. For example, after a fund deposit and prior to a Transaction Request, your funds may be stored as USDC on the Solana blockchain.

(g) To facilitate and complete the fulfilment of Transaction Requests, you may need to provide the API Services with the permission and authority to access and use your Digital Wallet for the purposes of executing the transaction to fulfil the Transaction Requests on your behalf at any point in time, without further action or interaction from you. In this regard, when you place a Transaction Request, you hereby acknowledge and agree that you are permitting the API Services and the Company, and granting the API Services and the Company authority, to take certain actions on your Digital Wallet on your behalf, including without limitation, signing and executing the relevant transaction to fulfil the Transaction Request.

## 5. Autonomous Agents and Automated Trading Systems

5.1 You acknowledge that you may interface with the API Services through automated systems, algorithmic trading strategies, artificial intelligence agents, bots, or other autonomous or semi-autonomous software (collectively, "**Automated Systems**"). You accept and assume full and sole responsibility and liability for any and all actions, transactions, instructions, and outcomes initiated, executed, or caused by any Automated System through your access to the Platform or API Services, whether or not such actions were intended, anticipated, or authorized by a human operator.

5.2 Without limiting the foregoing, the Company shall have no liability whatsoever for any losses, damages, or claims arising from or in connection with: (i) errors, malfunctions, bugs, or unintended behaviour in any Automated System; (ii) trades, withdrawals, or other transactions executed by an Automated System that do not reflect your intentions; (iii) latency, slippage, failed transactions, or execution errors resulting from the interaction between an Automated System and the API Services or any underlying protocol; (iv) any Automated System exceeding intended parameters, risk limits, or trading thresholds; or (v) any third-party exploitation, manipulation, or interference with an Automated System.

5.3 The Company reserves the right, in its sole discretion and without prior notice, to: (i) impose rate limits, transaction caps, or other usage restrictions on any Automated System; (ii) throttle, suspend, or terminate API access where any Automated System creates or threatens to create systemic risk, excessive network congestion, or adverse impact on the Platform, the API Services, or other users; or (iii) require you to implement circuit-breaker mechanisms, kill switches, or other safeguards as a condition of continued access.

5.4 Where you deploy, operate or control any Automated System that interfaces with the API Services, you shall implement and maintain reasonable safeguards in respect of such Automated System, including without limitation: (i) human oversight mechanisms proportionate to the risk profile of the Automated System's activities; (ii) configurable transaction limits and loss thresholds; (iii) logging and audit capabilities sufficient to reconstruct the Automated System's decision-making and transaction history; and (iv) the ability to immediately halt the Automated System's operations upon request by the Company.

## 6. Fees

You may be charged fees for the access to and use of the relevant API Services, including the following:

(a) platform fees may be charged on transactions made on or through the Platform via the API Services (the "**Usage Fee**"). The Company reserves the right to change or revise the Usage Fee at any time without any notice. It is your responsibility to take note of any changes or revisions to the Usage Fee, and you shall be charged the updated Usage Fee for any further access and use of the relevant API Services conducted by you after the Usage Fee is revised; and

(b) gas fees or transaction fees charged on the deposit, withdrawal, swaps or other transactions relating to digital assets conducted via the API Services or other charges imposed by third parties when the transactions are routed through their Dapps ("**Gas Fees**"). Where applicable, Gas Fees are paid to the third parties and/or network of computers that operate the relevant blockchain and/or process the transactions and are not paid to the Company. Kindly note that such Gas Fees often fluctuate based on a number of factors, all of which are not under the Company's control, and may therefore vary or change at any time without notice. Although the API Services endeavours to provide an accurate estimate of the final quote (where applicable), any such information only represents an estimation of the applicable fees or charges, which may vary from the Gas Fees actually paid.

Fees applicable to specific API Services may be agreed to in writing between the Parties from time to time, which may include transaction-based, volume-based, recurring, or performance-based fee structures as appropriate to the relevant feature or functionality.

## 7. Representations and Warranties

A. <u>General</u>

7.1 You are responsible for all activities that occur in connection with your access and use of the API Services and the Platform, including but not limited to the proper access and usage of the API Services and the Platform, and your compliance with all applicable laws and regulations.

7.2 You are responsible for ensuring that any software, system, interface, agent, bot, content, data, materials or intellectual property that you use in connection with the API Services is owned by you or properly licensed to you, and does not infringe or violate any rights of any third party.

7.3 If you use the API Services to operate or make available any application, interface, integration, agent, bot, automated system, vault, strategy or other product or service, you are solely responsible for that product or service, including its features, functionality, operation, security, accuracy, communications, user support, complaints and disputes. The Company is not responsible for any product or service provided by you or any third party.

B. Security and Technological Matters

7.4 You shall use best commercial efforts in accordance with applicable laws and good industry practice to not introduce any Harmful Code into the Platform, the API Services or any Third-Party Software.

7.5 If any Harmful Code is found to have been introduced by you (whether unintentionally or intentionally) into the Platform, the API Services or any Third-Party Software:

(1) you shall report that fact to the Company as soon as practicable after you become aware of it and provide all information reasonably requested by the Company in relation to the Harmful Code, its manner of introduction and the effect the Harmful Code has had or is likely to have;

(2) you shall co-operate fully with the Company and all such service providers or third parties designated by the Company in taking the necessary remedial action to eliminate the Harmful Code and shall itself take all reasonable steps to prevent reoccurrence (including implementing appropriate policies and processes to prevent further occurrences); and

(3) if so directed by the Company, you shall, at your own cost, remove the Harmful Code from the Platform, the API Services or any of the Third-Party Software and remedy any consequences of the introduction, execution or proliferation of the Harmful Code.

7.6 For the purposes of this Appendix, "**Harmful Code**" shall mean any computer instructions, circuitry, or other means whose purpose or intended effect is to (i) disrupt, disable, harm, or otherwise impede in any manner the operation of any component of the Platform, the API Services or any of the Third-Party Software (each a "**System**") (sometimes referred to as "viruses" or "worms"), (ii) disable or impair in any way the operation of any component of the System, or (iii) permit unauthorized access to any component of a System (sometimes referred to as "traps", "back doors", "access codes" or "trap door" devices), and any other harmful, malicious, hidden, or self-replicating procedures, routines or mechanisms whose purpose or intended effect is to cause any component of a System to cease functioning or to damage or corrupt data, storage media, programs, equipment or communications, or otherwise interfere with any part of the Company's or any third party's operations.

7.7 If you develop, operate or control any application, interface, integration, agent, bot, automated system or other tool that interacts with the API Services, you must ensure that it:
(a) complies with applicable laws and regulations, these Platform Terms and this Appendix;
(b) does not misuse, manipulate, exploit, circumvent, sabotage or abuse the Platform or API Services;
(c) does not infringe or violate any rights of any third party;
(d) accurately submits instructions, transactions and other actions in accordance with the relevant user's instructions, inputs, parameters and authorisations; and
(e) includes reasonable technological safeguards to prevent unauthorised, unlawful, abusive, unintended or erroneous transactions or interactions.

## 8. General Disclaimers and Disclosures

The API Services are provided on an "as is", "under development", "with all faults" and "as available" basis, and the warranty disclaimers and exclusions set out in the Platform Terms (including the "Service Availability" clause) apply equally to the API Services, to the fullest extent permitted by applicable law.

## 9. Blockchain Related Disclaimers

9.1 The Company and the API Services could be impacted by one or more regulatory inquiries or regulatory action, which could impede or limit your ability to access or use the API Services, or other decentralised protocols or networks or other applicable blockchain. The Company has no control over, and cannot be responsible or liable for, any errors, delays, failures, defects, or other issues caused by such decentralized protocols, networks, or other applicable blockchains. The Company, the API Services are not registered or licensed by any governmental or regulatory authority or agency. No governmental or regulatory authority or agency has reviewed or approved the Company, the API Services provided thereunder.

9.2 The following risks are associated with blockchain based technologies in general: the risk of losing private keys, theft resulting from third parties discovering private keys, value fluctuation of digital assets on the secondary market, disruptions to the use of the API Services or any applicable protocol or network caused by network congestion, lack of usability of, or loss of value with respect to, digital assets due to a hard fork or other disruption to any applicable protocol or network, or errors, bugs, or vulnerabilities in the smart contract code associated with a given digital asset or transactions involving digital assets.

9.3 Upgrades, forks, or changes to the blockchain or a change in how transactions are confirmed on the blockchain may have unintended, adverse effects. In the event of a change to an underlying blockchain network or other network disruption, resulting in a fork of the existing blockchain into one (or more) additional blockchains, the API Services may or may not halt and may stop functioning. In addition, in the event of a fork, transactions on the network may be disrupted, including transactions involving API Services.

**10. Third-Party Software**

10.1. Notwithstanding any terms to the contrary in this Appendix, you acknowledge and agree that: (a) the API Services contain Third-Party Software; and (b) in addition to the terms of this Appendix, its use is further subject to the terms of licenses applicable to the Third-Party Software. You hereby acknowledge that the Company makes a list of Third-Party Software available to you: (i) with the Documentation, (ii) in the notice file that accompanies the API Services, and/or (iii) in another reasonable manner. Further, you hereby acknowledge that third-party suppliers (such as the third party licensors) may disclaim and make no representation or warranty with respect to such Third-Party Software or any portion thereof, and assume no liability for any claim that may arise with respect to such Third-Party Software or your use or inability to use the same.

10.2. NOTWITHSTANDING ANY OF THE TERMS IN THE THIRD-PARTY LICENSES, THIS APPENDIX, THE TERMS OR ANY OTHER SUPPLEMENTAL AGREEMENT YOU MAY HAVE WITH THE COMPANY, THE COMPANY: (I) PROVIDES THIRD-PARTY SOFTWARE TO YOU AS-IS, WITHOUT WARRANTIES OF ANY KIND; (II) DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES WITH RESPECT TO THIRD-PARTY SOFTWARE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (III) IS NOT LIABLE TO YOU AND WILL NOT DEFEND, INDEMNIFY, OR HOLD YOU HARMLESS FOR ANY CLAIMS ARISING FROM OR RELATED TO THIRD-PARTY SOFTWARE; AND (IV) WITH RESPECT TO THE THIRD-PARTY SOFTWARE, THE COMPANY IS NOT LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES RELATED TO LOST REVENUE, LOST PROFITS, LOSS OF INCOME, LOSS OF BUSINESS ADVANTAGE OR DAMAGE TO, OR UNAVAILABILITY, LOSS OR CORRUPTION OF DATA.

**11. Miscellaneous**

Export Controls and Sanctions Compliance. The export control, trade sanctions, anti-money laundering, counter-terrorist financing and restricted-jurisdiction obligations and representations set out in the Platform Terms apply equally to your access to and use of the API Services. Without limiting those obligations, the Company may suspend, restrict or terminate your access to the Platform or the API Services immediately if it reasonably believes that your access or use may breach those obligations or create sanctions, export control, legal, regulatory, compliance or reputational risk.